

PROFESSIONAL SERVICES AGREEMENT

ENTERPRISE TIME AND ATTENDANCE SYSTEM

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

WORKFORCE SOFTWARE, LLC

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

DEC - 4 2013

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" or "Cook County" and Workforce Software LLC, doing business as a(an) Limited Liability Corporation of the State of Michigan, hereinafter referred to as "Contractor" or "Workforce Software LLC", collectively referred to as "The Parties", pursuant to authorization by the Cook County Board of Commissioners on the 4th day of December 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "9".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for ENTERPRISE TIME AND ATTENDANCE SYSTEM. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

Capitalized terms used in the Agreement are defined in the context in which they are used and shall have the meanings therein indicated. The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer and Contractor in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services. Any Additional Services shall be billed at Contractor's then current rates through an approved Project Change Order, or as set forth in the Statement of Work.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Application Software" means the executable or object code for licensed Contractor application software modules identified in one or more attached Schedules, but excluding any software installed on hardware that Contractor tenders or resells to County under this Agreement. The term "Application Software" shall also include all corrections, upgrades and new releases of the Application Software as may be provided to County by Contractor from time to time under a Support Plan or other agreement. For the sake of clarity, the Application Software also does not include any source code or Related Systems.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"County Data" shall mean all data, including metadata about such data and backup or other copies thereof loaded into the Online Service by or on behalf of the County or that Contractor, or its subcontractors, obtains or accesses for the purposes of performing its obligations under this Agreement.

"Deliverable" shall mean a Software Deliverable, hardware deliverable, and any other deliverables provided as part of the Professional Services listed in a Statement of Work "SOW" but shall not include any items, including software and documentation, which County may have licensed from Contractor or another party under separate contract.

"Department" means the Enterprise Resource Planning.

"Disaster" shall mean any event outside of WFS's control which renders the Online Service unavailable, such as, but not limited to, a natural disaster, fire, or an extended power or Network outage.

"Documentation" means all written or electronic materials provided to County by Contractor, and marked as confidential under the SOW, for facilitating use of the Online Service as applicable, but does not include advertising or similar promotional materials.

"Intellectual Property Rights" shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including , but not limited to, the ideas, methodologies, methods of operation, processes, and look and feel in the Deliverables and the Online Service.

"Network" means the Internet, phone network, cell phone network, and other transmission methods by which the Online Service is delivered.

"Online Service" means the Internet-based hosting services provided by Contractor to County via the Internet which contains access to the Application Software and Documentation. The term "Online Service" shall also include the Application Software.

"Related Systems" shall mean County owned or operated computers, web-browsers, operating systems, firewalls, networks, e-mail servers, LDAP servers, portals, data collection equipment, payroll/HR software, ERP software, third party software and any other hardware or software that connect to the Online Service or affect the Application Software if they are not operating properly or are not configured within parameters required by the Application Software, whether or not provided by or deployed by Contractor.

"Schedule" means one or more schedules of services to be delivered to the County which are attached to this Agreement.

"Service Level Agreement" or "SLA" means the service levels specified in Exhibit 4

"Services" means, collectively, the professional services, duties and responsibilities described in Article 3 of this Agreement, and further described in Exhibit 1, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Software Deliverable" shall mean any software which is delivered to County for use on its computers and any Documentation provided to County under this Agreement, but excluding any software installed on hardware that Contractor tenders or resells to County under this Agreement.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"Support Plan" means a service plan offered by Contractor which provides for support for the Online Service included within Exhibit 4 and as referenced in Exhibit 2. The Support Plan description provides details of the service levels and items provided under each plan.

"Test Plan" shall mean a plan which includes test cases for key aspects of the Configuration Package and usage scenarios which need to be tested.

b) Interpretation

- i. The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii. All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii. Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v. Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

- vi. All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

1. Articles 1 through 12 of the Agreement
2. Exhibit 1: Statement of Work
3. Exhibit 2: Purchase of Data Collection Equipment and Related Support Services
4. Exhibit 3: Workforce Software EmpCenter Delivered Schedule of Products and Services
5. Exhibit 4: EmpCenter Managed Services
6. Exhibit 5: Special Conditions for Installation of Data Collection Equipment
7. Exhibit 6: Compensation Schedule
8. Exhibit 7: Evidence of Insurance
9. Exhibit 8: Cook County Travel Policy
10. Exhibit 9: Board Authorization

d) Order of Precedence

The following attached Exhibits are made a part of this Agreement with the following Order of Precedence:

1. Professional Services Agreement
2. Exhibit 1 Statement of Work
3. Exhibit 4 Emp Center Managed Services
4. Exhibit 2 Purchase of Data Collection Equipment and Related Support Services
5. Exhibit 3 Workforce Software EmpCenter Delivered Schedule of Products and Services
6. Exhibit 5 Special Conditions for Installation of Data Collection Equipment
7. Exhibit 6 Compensation Schedule
8. Exhibit 7 Evidence of Insurance
9. Exhibit 8 Travel Regulations
10. Exhibit 9 Board Authorization

The Contractor shall provide Support Services, specified in the Support Plan Description, which is attached hereto as Exhibit 4. Exhibit 4 provides details of the service levels and items provided under each plan. To the extent that there are any inconsistencies between the terms and conditions herein and the terms and conditions in Support Plan of Exhibit 4 (as defined below), the terms and conditions in Exhibit 4 shall govern and control.

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF THE PARTIES

a) Scope of Services

- i. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor shall provide are those described in this Agreement and Exhibits 1 through 4 and any additional Schedules or Statements of Work which are attached to this Agreement and incorporated by reference as if fully set forth here. Contractor shall provide access to the Online Service to County via the Internet as specified in the Schedules.
- ii. Contractor must provide the Services in accordance with the standards of performance set forth herein. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1 through 4, which are attached to this Agreement and incorporated by reference as if fully set forth here.
- iii. Without limiting the County's obligations hereunder, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the term of this Contract or thereafter, any type of products or services in any way similar or related to the Components, the System, or the Services to be provided by Contractor hereunder or any other products or services. Contractor shall not interfere with either the County or any such third party from whom the County obtains any such products or services.
- iv. Contractor shall provide the services specified in the Support Plan, including reasonable technical support via telephone, e-mail, and/or the web, to answer questions or provide assistance in the use of the Online Service (the "Support Services"). County shall train its staff on the Online Service through Contractor's training services. Support Services are not to be used as an alternative to obtaining training. County shall make every prudent effort to refer to the Documentation as a first step in answering questions and learning functions of the Online Service prior to contact with Contractor with regard to problems or questions.

- v. If County suspects a failure of Online Service to perform as set forth in the Documentation, it shall notify Contractor, provide a detailed description of the problem, steps to reproduce the problem, and other assistance as Contractor may reasonably request to allow it to investigate the problem. Contractor shall undertake efforts to make corrections to the Online Service or provide a workaround when County reports a material problem in accordance with the support provisions of Exhibit 4. Contractor makes no guarantee that all problems can be resolved

b) Online Service Subscription

Contractor shall provide access to the Online Service to County via the Network as specified in the Schedules. Any use of the Online Service prior to the Schedule Effective Date specified in the Schedules shall be considered a trial period during which the SLA shall not apply. Within the Production Environment, County may use only the applications and extensions specified in the Schedules, even if other applications and extensions are made available.

Contractor may periodically update and make available new versions of the Online Service, but makes no representations as to the frequency of such new releases or the features, enhancements, or corrections that will be provided in new releases.

County shall limit the access to the Online Service to its own employees, consultants, and other authorized users and shall not make the Online Service available to third parties or make it available on a service bureau basis.

Contractor grants County a limited, non-exclusive, non-transferable, and world-wide license during the term of the Agreement to download, install, execute, and use on its own computers the Software Deliverables.

Contractor shall take commercially reasonable measures, consistent with those in the industry, to prevent unauthorized parties from gaining (a) physical access to the data centers where the Online Service is hosted, and (b) electronic access to the Online Service or the County Data. Contractor shall promptly notify County of any unauthorized access to the Online Service which Contractor detects.

Contractor shall periodically backup the County Data ("Backup Services") as specified in the SLA. Contractor will undertake steps, in accordance with the provisions of Exhibit 4, to begin the restoration of County Data from the backup as soon as Contractor is notified or made aware of the need to restore data. Contractor shall not be responsible to the extent that County Data is lost or corrupted in between scheduled backups for a reason caused by the acts or omissions of County. To the extent that data is lost or corrupted in between scheduled backups caused by the acts or omissions of County, requests to Contractor to recreate or restore such data shall be treated as an Additional Service.

Contractor shall provide the Support Services specified in the Support Plan. The Support Plan Description attached as Exhibit 4 provides details of the service levels and items provided under each plan. Terms of the Support Plan supersede the terms in this Agreement.

c) Disaster Recovery

Contractor shall implement and maintain a disaster recovery plan (the "*DR Plan*") materially in accordance with industry standards, which County shall have the right to review. The Parties acknowledge and agree that the DR Plan may change over time but will remain materially consistent with the DR Plan details as set forth in Exhibit 4 to this Agreement. The Parties further acknowledge and agree that, to the extent within the County's control, business continuity is the sole responsibility of the County

d) Protection and Security

Contractor's System shall provide data security by the operating system, or a security package, which shall be an extension of the operating system. The security package shall provide protection for all resources defined to the System, including but not limited to users, files, transactions, and devices. The security package shall provide the capability to establish groupings of users who have similar access capabilities, for ease of maintenance, and reporting of user access capabilities.

Contractor will safeguard and secure County's Data as required by all applicable laws; and will maintain a security program that is available for the County's review, and that is materially in compliance with all applicable laws, including Illinois Personal Information Protection Act, 815 ILCS 530/1, and with commonly accepted industry-standard best practices. The Contractor shall reasonably ensure the security and integrity of the County's confidential information (including third party data that the County may collect, process or retain) and protect against threats or hazards to the security of such data during the Term of the Agreement.

Upon request, Contractor will make available an annual SSAE 16 report that provides assurances that Contractor maintains controls for the Online Service consistent with industry standards for similar vendors. If County requests a SOC 2 Type 2 report or any reasonable remediation requests, such requests may be provided at additional cost to the County.

To the extent that the Contractor relies upon, outsources to, or uses the services of third parties in the performance of Contractor's obligations under this Agreement, the Contractor shall ensure and assume all responsibility, and accompanying liability, that such third parties safeguard and secure County's Data as required by law and in compliance with industry-standard best practices as updated.

Contractor may (a) unilaterally upgrade the Online Service and provide notice to County of its intent or actions, if Contractor believes there to be a security vulnerability or other serious problem which would compromise data integrity, security, or the Online Service.

e) Protection and Privacy

Contractor shall maintain a privacy program that is materially in compliance with all applicable laws, in accordance with industry standards, and that shall reasonably ensure the privacy and integrity of the Services and the County's confidential information (including third party data that the County may collect, process or retain) and protect against threats or hazards to the privacy of such data during the Term of the Agreement. Upon the effective date of this Agreement, annually thereafter, and upon reasonable written request by the County, Contractor shall provide sufficient evidence of such privacy program's aforementioned compliance.

To the extent that the Contractor relies upon, outsources to, or uses the services of third parties in the performance of Contractor's privacy program, Contractor shall ensure and assume all responsibility, and accompanying liability, for such third parties as related to Contractor's aforementioned privacy program

f) Incident Response

Contractor shall create and implement an incident response plan ("Incident Response Plan") addressing a third party's unauthorized access to the Services and Deliverables, including Documents and data, under this Agreement ("Data Breach"). The Incident Response Plan shall, at a minimum: (a) meet all legal requirements and industry-standard best practices; (b) require that Contractor immediately notify the County where it has reason to know of or receives notice that a Data Breach may have occurred; (c) require annual testing and preparedness exercises; and (d) shall coordinate such response and mitigation with the County. The Incident Response Plan shall be subject to the County's reasonable approval. Contractor shall provide a copy of the Incident Response Plan to the County upon execution of the Agreement.

g) Data Ownership

County shall retain ownership in all County Data and Contractor shall have no property interest in, and may assert no lien on or right to withhold from the County the Customer Materials or County Data under this Agreement.

h) Data Retention, Delivery and Destruction

Contractor will provide access for a period of sixty (60) days to County's information on the Online Service to allow it download such information. County shall have the option to increase the aforementioned period to one (1) one year upon payment of a mutually agreed upon amount and under the terms and conditions of this Agreement. Alternatively, County may request Contractor to provide a database extract of such information. After such time, County will no longer have access to the Online Service, or any information in connection therewith, and Contractor may delete County's information from the Online Service.

i) Acceptance of Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables as set forth in Exhibit 1. Deliverables may include work product such as written reviews, recommendations, reports and analyses, concepts, ideas, methods, methodologies, procedures, processes, know-how and techniques, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems produced by Contractor solely for the County as described in Exhibits 1.

Contractor warrants it will provide the professional Services in a professional and workmanlike manner, consistent with standards in the industry. Except as otherwise stated in this Agreement, including its exhibits, Contractor's sole liability for any services not meeting these standards will be for Contractor to re-perform the services which were deficient at no additional cost to County.

Contractor warrants that each Deliverable shall materially meet the specifications as set forth in the Statement of Work for a period set forth in the applicable SOW. Should County find and report in writing any material variances between the Deliverables and the specifications during this timeframe, Contractor will at no additional cost correct such Deliverables so they meet the specifications. To avail itself of this warranty, the following procedure shall be adhered to:

Contractor is preparing the Test Plan: Contractor shall prepare a Test Plan with test cases which cover the key configuration items described in the Requirements Document prepared by Contractor. Contractor shall execute this Test Plan prior to delivery of the Configuration Package to County. County shall use the same Test Plan for its acceptance testing. County understands that no Test Plan can cover every possible variation of input or combination of circumstances and accepts the responsibility to execute any additional test cases and circumstances it deems appropriate.

The County may reasonably reject Deliverables that do not include all documents or other materials and requirements specified in the SOW. Acceptance or rejection of Deliverables shall be in accordance with the time frames provided in the applicable SOW.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

Contractor shall retrieve, retain, deliver in a format agreed upon by the parties, and destroy when reasonably possible, the Customer data and other materials, including documents and data, in compliance with laws pertaining to the County, including but not limited to the Local Records Act as applicable or other applicable laws. Upon termination of the Agreement, and at an amount agreed upon by The Parties, Contractor shall retrieve, retain, deliver in a format agreed upon by The Parties, or destroy when reasonably possible the Deliverables as the County directs. Contractor shall ensure that, throughout the term of the Agreement and upon termination of the Agreement, for a period of sixty (60) days after such termination, the County Data is available to the County in industry-standards formats, such as CSV, JPG/GIF/PNG, or RTF where applicable. Upon termination of the Agreement, Contractor shall provide reasonable assistance to the County in the return of the County Data, in accordance with Article 10, subsection (g).

j) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement.

The Parties acknowledge that they are entrusted with or have access to valuable and confidential information and records of the other party and with respect to that information The Parties agree to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses upon County request. Subject to County's reasonable cooperation in connection with the development of the functional requirements and the accuracy of the information provided by County to Contractor, and subject to the terms of the relevant SOW, Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf.

Where a Schedule to this Agreement does not otherwise specify a procedure, if County suspects a failure of Online Service to perform as set forth in the Documentation, it shall notify Contractor, provide a detailed description of the problem, steps to reproduce the problem, and other assistance as Contractor may reasonably request to allow it to investigate the problem. Contractor shall undertake commercially reasonable efforts to make corrections to the Online Service or provide a workaround when County reports a material problem. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables.

k) Personnel

i. Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, and qualified to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. Contractor shall appoint one individual (the **“Workforce Account Representative”**) to coordinate the performance of Contractor’s obligations under, and to act as Contractor’s representative regarding, the Agreement. The Workforce Account Representative will (i) serve as the single point of accountability for the Services and (ii) have the authority on behalf of Contractor to decide all questions of a day-to-day nature that may arise under the Agreement. Contractor may not replace the person serving as the Workforce Account Representative, without the written consent of the County, which consent shall not be unreasonably withheld, delayed or conditioned. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii. Key Personnel

With the exception of subsection iii below, Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold, condition, or delay. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.k(2). The County shall have the opportunity to review, interview and reasonably approve all Key Personnel. The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. A request by County to remove Contractor's key personnel shall be reasonable and not for an unlawful purpose. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. County understands and acknowledges that any delay caused by the removal of Key Personnel, at the request of County, may result in delays to the Deliverables. In the event of such delay, Contractor shall not be responsible for affected milestone or delivery dates.

iii. Control of Contractor Personnel

Notwithstanding the foregoing sections i and ii, Contractor has the option in its sole and absolute discretion to terminate the participation of any of Contractor's personnel assigned to perform Services under this Agreement for the following: (i) personnel voluntarily resigns from Contractor; (ii) personnel is dismissed by Contractor; (iii) personnel is unable to work due to his or her disability; or (iv) a delay in the provision of the Services caused by Customer.

List of Key Personnel to be provided within two (2) business weeks within the start of the applicable SOW:

Name: Title:

iv. Salaries and Wages

Contractor will pay, and make a commercially reasonable effort to ensure that its subcontractors will pay the salaries and wages due their respective employees performing Services under this Agreement in accordance with the Cook County ordinances and all applicable federal, state and local laws.

l) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

m) Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary, non-contributory and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

- i. **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) **Employers' Liability coverage with a limit of**
 - \$1,000,000 each Accident
 - \$1,000,000 each Employee
 - \$1,000,000 Policy Limit for Disease

The Employers Liability Limits may be combined with either and Excess or Umbrella Liability Policy.

(2) Broad form all states coverage

ii. Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage with defense outside the limits. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Employees included as additional insured;
- (5) Broad Form Property Damage Liability;
- (6) Cross Liability
- (7) Independent Contractors

iii. Commercial Automobile Liability Insurance

When any motor vehicles are used in connection with the Services to be performed, Contractor shall secure Commercial Automobile Liability Insurance to cover all owned, leased, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (1) Liability - All Autos: Bodily Injury & Property Damage --
\$1,000,000 per Occurrence
- (2) Uninsured/Underinsured Motorists: Per Illinois Requirements

iv. Professional Liability (Primary & Excess)

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement.

This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000 in the aggregate. Aggregate limits must be unimpaired with a deductible of not more than \$100,000. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing services for the Contractor must maintain limits of not less than \$2,000,000 with the same terms in this section.

- (1) Any retroactive date or prior acts exclusion must predate both the date of this agreement and any earlier commencement of any services.
 - (2) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the Vendor.
- v. Cyber and Privacy & Securities Liability (Primary and Excess)
Coverage for, but not limited to, Privacy and Security coverage which shall include loss arising from Service Interruption, Confidentiality Breaches and Privacy Invasion, Software Failure, Information Assets Coverage and Business Income/Extra Expense coverage with minimum policy limits of \$1,000,000 in the aggregate.
- (1) Any retroactive date or prior acts exclusion must be predated both the date of this agreement and any earlier commencement of any services.
 - (2) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.
- vi. Umbrella/Excess Liability
Contractor shall secure coverage in excess of general liability, automobile liability, employers liability in the amount of a least \$4,000,000 per occurrence with defense outside the limit.
- vii. Conditions Apply to All Coverage
Any deductibles or self-insured retentions must be declared to and approved by Cook County Risk Management Department.

viii. Additional requirements

(1) Additional Insured

Cook County, shall be listed as additional insureds under the Commercial General Liability insurance, Commercial Automobile Liability, Cyber and Privacy & Securities Liability Insurance.

(2) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(3) Insurance Notices

With regard to all policies of insurance which may be required under terms of this Contract, Contractor shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(4) Subrogation and Waiver

(i) The Contractor shall require all policies of insurance that are required hereunder and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners, and employees of the County.

- (ii) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

n) Indemnification and Limitation of Liability

The Contractor covenants and agrees to defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, regulatory fines, damages and liabilities incurred or suffered directly from or attributable to claims by first and third parties relating to bodily injury or death of any person occasioned by Contractor while on-site at County's location, or damage to real and/or tangible personal property occasioned by Contractor while on-site at County's location. The foregoing shall not excuse Contractor's liability, regardless of where the Contractor liability occurs, for data loss; data theft; data breach; breach of confidentiality; breach of data privacy laws; or breach of data security or data protection laws caused directly by the gross negligence or willful misconduct of the Contractor, its personnel or agents in connection with performance of the Services. To receive any indemnities specified in the Agreement, the County must promptly notify the Contractor in writing of a claim or suit. With respect to third party claims, the County must also provide reasonable cooperation (at the Contractor's expense); full authority to defend or settle the claim or suit; and the shall have no obligation to indemnify the County under any third party settlement made without the Contractor's written consent.

Contractor shall, subject to the limitation of liability cap below, for reasonable indirect damages related to data breaches imposed by a Court of competent jurisdiction indemnify County for the following: forensic investigations relating to a data breach; data breach remediation (including environment hardening); out-bound communications, including notifications to potentially affected individuals and to regulatory agencies; credit monitoring for potentially affected individuals; in-bound communications, including call center operations; reasonable legal fees for breach response; fines or settlements, subject to the review and approval of Contractor, with any regulatory agencies (collectively "Indirect Damages for Data Breaches").

County shall indemnify and hold Contractor harmless from any Intellectual Property Rights claims on any trademarks or materials County provides to Contractor or loads on the Online Service ("Customer Materials").

Except for the indemnifications provided in this Section (g), and the third party infringement indemnification provided in Section (g), and the Indirect Damages for Data Breaches set forth above, in no event shall Contractor be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Deliverables, the Online Service, or the Services supplied by Contractor, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this Section applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether Contractor has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term. Except for Contractor's obligation to indemnify County for: (a) intellectual property indemnification; (b) any Data Breaches; and (b) personal injury or death caused while on-site at County's location, Contractor's liability hereunder for damages shall not, in any event, exceed \$2,000,000 during Year 1 of this Agreement, \$1,000,000 during Years 2 and 3, and two times (2X) fees paid during the twelve (12) month period immediately preceding the event which gave rise to the claim during any years thereafter.

Except for County's liability to Contractor for: (a) any breaches or unauthorized disclosures of Documentation; or (b) any breaches or unauthorized disclosures of Confidential Deliverables, County's liability hereunder for breaches of Confidentiality shall not, in any event, exceed \$5,000,000.

o) Confidentiality and Ownership of Documents

The Parties acknowledge and agree that certain information regarding this Contract, including pricing, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by either party in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of each party's performance hereunder. Each party shall comply with the applicable privacy laws and regulations affecting the other party and will not disclose any of the other party's Confidential Information, unless otherwise allowed by this Agreement. Each party may share Confidential Information of the other party with employees or contractors (so long as the contractor is not a competitor of, or employed by a competitor of Contractor) who have a need to know the Confidential Information, and are bound by confidentiality terms, no less stringent than hereunder. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

To the extent that, in connection with the Agreement, the County comes into possession of any of Contractor's intellectual property or trade secrets, the County agrees to use Contractor's Confidential Information solely for the purposes of the Agreement, and will not disclose such Confidential Information to any third party without Contractor's prior written consent. The County agrees to maintain Contractor's intellectual property and trade secrets in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. The administrative portions used to setup the Application Software and its Documentation (collectively the "Confidential Deliverables") are trade secrets of Contractor and contain especially valuable Intellectual Property Rights. County shall limit access to Confidential Deliverables to those on a need to know basis and shall not duplicate this portion of the Documentation. If the County discloses or uses (or threatens to use or disclose) any of Contractor's intellectual property in breach of the confidentiality protections under the Agreement, Contractor shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, as the parties acknowledge that any other available remedies may be inadequate. Contractor shall in good faith use its commercially reasonable to notify County of any alleged breach of the confidentiality provisions. Notwithstanding the foregoing, WFS acknowledges that certain information may be subject to disclosure under the Illinois Freedom of Information Act ("FOIA"). County agrees that it shall not disclose those items clearly marked as confidential that are exempted from disclosure under FOIA

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract shall be included in the Deliverables and shall be the property of the County of Cook, except to the extent that the foregoing items and Deliverables which contain pre-existing materials of the Contractor, in which case Contractor shall provide to County of Cook a worldwide, royalty free rights to use such pre-existing materials for the duration of the Agreement, and subject to the Confidentiality provisions in this Agreement.. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, owned by and obtained from the County of Cook. Whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Agreement, Contractor shall be responsible of any loss or damage to the aforementioned items while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to such items and the work at all times.

All Deliverables and documents that Contractor creates solely for the County under this Agreement and which do not contain any pre-existing Contractor materials are created as a work for hire. To the extent that Deliverables and documents that the Contractor creates solely and which do not contain pre-existing Contractor materials for the County are not works for hire, the Contractor assigns to the County, for no additional consideration, all rights, including copyrights, in all Deliverables and documents prepared by the Contractor solely for the County under this Agreement. Notwithstanding the foregoing, and subject to any applicable confidentiality restrictions set forth herein, nothing in the Agreement shall be deemed to limit Contractor's right to use any ideas, concepts, processes, techniques, expertise and know-how gained by Contractor as a result of the performance of the Services hereunder (collectively, "**New Ideas**") and County hereby grants Contractor a worldwide, non-exclusive, transferable, fully paid up, perpetual right and license to use the New Ideas without restriction. Additionally, the Contractor must obtain the County's prior written consent to use and reproduce any aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "**Aggregated Data**") for the purpose of operating Contractor's business, and such consent shall not be unreasonably withheld by the County, provided that Contractor shall not reveal any Confidential Information of the County.

p) Patents, Copyrights and Licenses

Pursuant to the limitations in Article 3, subsection (g), Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of the Online Service provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right; provided that (a) County promptly notifies Contractor of any such claim, and (b) permits Contractor to defend with counsel of its own choice, in accordance with Illinois law, and (c) County gives Contractor such information and/or assistance in the defense thereof as Contractor may reasonably request, and (d) County promptly installs new versions of the Deliverables and destroys old versions of the Deliverables. If a Deliverable or the Online Service is determined or adjudged to infringe an Intellectual Property Right, Contractor shall, at its expense and election either (i) procure the right for County to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate this Agreement and refund the unexpired portion of any fees paid. The provisions of this section constitute the entire liability of Contractor and sole remedy of County with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.

q) Examination of Records and Audits

Not more than once annually, Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof upon reasonable notice and at County's expense. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract. Auditor shall also have such rights relating to SSAE-16 and SOC reports as set forth in Section 3(d) of this Agreement.

The Contractor agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, not more than once annually, with reasonable notice, and during normal business hours, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County. To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

The above paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

r) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, except in the event of a sale, merger, or similar transaction, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer. Such approval shall not be unreasonably withheld, conditioned, or delayed. In the event of a sale, merger, or similar transaction, the Contractor shall provide written notification to the Chief Procurement Officer of the successor entity. In no case, however, shall such approval change the terms of the Contract. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void

Prior to the commencement of the Agreement, and during the term of this Agreement the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall in her reasonable discretion, have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. Contractor shall incorporate into all prime subcontracts all of the provisions of the Contract which directly pertain to such subcontracted work. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, lobbyist whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any lawful reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of the date in the preamble ("**Effective Date**") and continues for a period of three (3) years, from December 31, 2013 through December 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first. Any SOW or Schedule not expressly terminated shall continue in full force and effect throughout the term of this Agreement.

b) Agreement Extension Option

The Chief Procurement Officer may upon ninety (90) days prior to the expiration of this Agreement notify Contractor County's intention to extend this Agreement for up to an additional two (2) two-year periods. With the exception of pricing for any extension period, each extension shall be under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, and mutually agreed on in writing by The Parties in accordance with the provisions of Article 10.c.

c) Timeliness of Performance

Unless otherwise agreed to by the parties through a project change order, Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section and Exhibit 1

After a delay of forty-five (45) or more days caused by the County, in which the Contractor is unable to materially perform Professional Services as set forth in the Statement of Work, Contractor shall have the right to cease work on the project without liability, and recover: (1) any costs incurred to cease work; (2) any costs related to restarting the work; and (3) a pro-rata portion of any milestone-based payment due at the time Contractor ceases work (collectively "Delay Costs"). The County's total limitation of liability for any claims, actions, or lawsuits brought by the Contractor, in which the Contractor alleges that it has sustained damages, expenses, or losses incurred by the Contractor by reason of delays in the performances caused directly by the County, including but not limited to the Delay Costs, shall not exceed \$200,000.

ARTICLE 5) COMPENSATION

a) Basis of Payment and Credits

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 5 for the successful completion of services.

Unless indicated otherwise in a SOW, County shall pay for Additional Services delivered and travel time on a time and materials basis to Contractor or its designated representative.

If County reasonably disputes an invoice, County must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within sixty (60) days of receipt of the invoice.

If County cancels the Agreement prior to the end of the contract term for convenience, County shall be immediately pay the Contractor 75% of the remaining EmpCenter SaaS Subscription Fees in accordance with Exhibit 6.

If Contractor terminates this Agreement for County's breach, County shall immediately be liable for a cancellation fee equal to the minimum payments due per this Agreement for the remainder of the term as set forth in the Exhibit 6.

If County provides written notice to Contractor of its failure to satisfy the Uptime Commitment of the SLA within thirty (30) days of the end of a month, County shall receive a credit as set forth in Exhibit 4. If Contractor fails to meet the Uptime Commitment for three consecutive months, then County shall have the ability to terminate this Agreement. This termination right, along with the credits provided to County shall be its sole and exclusive remedy for Contractor's failure to comply with the Uptime Commitment.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 6. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph.

c) Funding

The schedule of payments under this Agreement is identified in Exhibit 5, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 5 without a written amendment in accordance with Article 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement. In the event of such termination, the County shall not be entitled to a refund of any prepaid but unused Online Service fees. The County shall be obligated to include sufficient funding for the Term of Performance as a line item on any annual budget submitted for approval to ensure County's obligations under this Agreement are fulfilled.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. Contractor's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and County shall be responsible for payment of all such taxes, levies, or duties. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer shall in no way limit the Contractors' right to seek an action in law or equity. The Contractor agrees that it shall in good faith use commercially reasonable efforts to notify the County of its intention to bring an action in law or equity, in accordance with this Agreement. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity, except for injunctive relief to enforce confidentiality provisions herein. The parties may exercise their contractual remedies, if any, if no decision is made within forty-five (45) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, the parties shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i. warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii. warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii. warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv. warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v. warrants that: (a) all Professional Services, as set forth in Exhibit 1, will be performed in a good and workmanlike manner by individuals with levels of knowledge, skill and experience commensurate with the requirements of the Agreement; (b) The Deliverables will materially conform to relevant specifications, for a period of Acceptance (as defined in the SOW) of the Deliverables; (c) The installation of the data collection equipment will be performed in a good and workmanlike manner by individuals with levels of knowledge, skill and experience for a period of Acceptance as defined in the SOW; (d) the pricing for the data collection equipment shall be in accordance with Exhibit 2; (e) Workforce warrants that the County will have rights necessary to use ATS clocks with other vendors, but makes no warranty that such clocks will be compatible; (f) the County shall have the right to use the firmware installed on the time ATS clocks that is provided by a party other than Contractor, that it shall have all rights to operate such firmware throughout and after termination of the Agreement; (g) Contractor will use reasonable industry standards to ensure that the Deliverables are and will be free of (i) any automatic restraints, computer viruses, software locks, time bombs or other such code that hinders County's freedom to fully exercise its rights under the Agreement; (ii) programs, code or data which:

(1) destroy, erase, damage or otherwise disrupt the normal operation of the Services other programs, hardware or systems utilized by County, or (2) allow for unauthorized access to the Systems or other programs, hardware or systems utilized by County.

With respect to the firmware installed on ATS clocks, the County's license herein is limited for use exclusively with such ATS clocks. The County shall not, and shall not allow any third party to, copy, modify, alter, reverse engineer, disassemble or decompile the firmware on the ATS clocks, or the ATS clocks themselves. The ATS clock interfaces provided by WFS to County shall be considered a Deliverable hereunder.

- vi. represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Cook County Code of Ordinances; and
- vii. acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.
- viii. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SERVICES, DELIVERABLES OR THE ONLINE SERVICE AND CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND CONTRACTOR HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR ONLINE SERVICE OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED OR THAT CONTRACTOR WILL CORRECT ALL ERRORS.
- ix. County acknowledges that the Online Service may be subject to limitations, delays, and other problems inherent in the Internet which are beyond Contractor's control and that Contractor shall no liability for any delays, failures, or unavailability resulting from such problems.

b) Ethics

- i. In addition to the foregoing warranties and representations, Contractor warrants:
 - (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - 2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor (including its successors or assigns) is comprised of more than one legal entity, then each such legal entity agrees to be bound by the terms herein. Performance of Contractor's obligations is the joint and several obligation or undertaking of each such legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest Certified Articles of Organization or Certificate of Good Standing.

e) Conflicts of Interest

- i. No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii. Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- ii. Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship, to the extent permitted by Contractor's relationships with its clients. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv. The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement.
- v. Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION,
SUSPENSION AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii. Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (1) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (2) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (3) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (4) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii. Except in the event of a sale, merger, or similar transaction, any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold, condition, or delay.
- iv. Failure to comply with Article 7 in the performance of the Agreement.
- v. Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the reasonable opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

- vi. County's failure to fulfill a payment obligation under the Agreement, excluding the invoice dispute provision set forth herein in Article 5.

b) Remedies

The occurrence of any event of material default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer shall give Contractor an opportunity to cure the default within a reasonable period of time, which period of time shall not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the reasonable discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Notwithstanding the foregoing, any such decision by the Chief Procurement Officer to declare Contractor in breach shall not limit Contractor's ability to challenge such decision in court.

The Chief Procurement Officer will give Contractor written notice of the default in the form of a cure notice ("**Cure Notice**"), or, in the event of a failure to cure if no additional opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice.

The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated and paid for in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i. The right to take over and complete the Services, or any part of them
- ii. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii. Subject to the terms of the Agreement, the right of specific performance, an injunction or any other appropriate equitable remedy as ordered by a court of law;
- iv. The right to money damages, as ordered by a court of law;

- v. The right to withhold a reasonable portion of Contractor's compensation under this Agreement, in accordance with the invoice dispute provision in Article 5;
- vi. The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

If County commits a material breach of this Agreement, including but not limited to County's payment obligations, in violation of the invoice dispute provision set forth in Article 5, and should such breach not be corrected within thirty (30) days after receipt by County of written notice from Contractor, this Agreement may be terminated by Contractor without further notice.

Subject to the terms of this Agreement, including but not limited to Article 3 Section (m), the remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the non-breaching party considers expedient.

c) Early Termination

In addition to termination under Articles 9.a and 9.b of this Agreement, the County may terminate this Agreement or any portion thereof in accordance with the provisions of Article 11 ("Notices"). The effective date of termination will be the date stated in the notice. If the County exercises its right to early termination, as set forth in this Section, the County shall be liable and pay the Contractor 75% of the remaining EmpCenter SaaS Subscription Fees in accordance with Exhibit 6. Notwithstanding the foregoing, if this Contract is terminated prior to the Contractor commencing Services under this Agreement, which is anticipated to be April 1, 2014, the County shall be responsible for early termination fees in the amount equal to the Year 1 fees for the Online Service, in addition to any Professional Services completed prior to the effective date of termination at a rate of \$160 per hour, less any payments for milestones previously paid.

In the event the County terminates under this provision, after the Contractor receives the notice, Contractor must restrict its Professional Services, and those of its Subcontractors, to winding down any reports, analyses, other activities previously begun, and those Services as set forth in Section 9.d. below. No costs for Professional Services incurred after the effective date of the termination are allowed. Payment for any Professional Services actually performed before the effective date of the termination is on the same basis as set forth in Article 5. No amount of compensation, however, is permitted for anticipated profits on unperformed Professional Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Professional Services satisfactorily performed under this Agreement. The foregoing provision shall not apply to the early termination fee for the Online Service as set forth in this Section 9(c). Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Articles 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Article 9.c.

Contractor will provide access for a period of sixty (60) days to County's information on the Online Service to allow it download such information. County shall have the option to increase the aforementioned period to one (1) year upon payment of a mutually agreed upon amount and under the terms and conditions of this Agreement. Alternatively, County may request Contractor to provide a database extract of such information. After such time, County will no longer have access to the Online Service, or any information in connection therewith, and Contractor may delete County's information from the Online Service.

The rights to the Deliverables granted herein shall be of no further force or effect, and County shall, within thirty (30) days after such termination permanently purge all copies of the Deliverables then in the possession or under its control and certify such action in writing to Contractor.

d) Suspension

The County may at any time request that Contractor suspend the Professional Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency where the County is unable to provide notice to Contractor. No costs incurred after the effective date of such suspension are allowed. Contractor must use commercially reasonable efforts resume its performance of the Professional Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Professional Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Professional Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.(c). This section shall not apply to the Online Services.

e) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract. County understands and acknowledges that any delay caused by County may result in delays to the Deliverables. In the event of such delay, Contractor shall not be responsible for affected milestone or delivery dates.

f) Prepaid Fees

In the event this Contract is terminated by County for cause, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within thirty (30) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i. General

This Agreement, any schedules and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii. No Collateral Agreements

Both parties acknowledge that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the party, its officials, agents or employees, has induced the other party to enter into this Agreement or has been relied upon by the parties, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii. No Omissions

Both parties acknowledge that they were given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Both parties did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, both parties relinquish the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable, except for any work or services provided pursuant to the Project Change Management Process as set forth in Exhibit 1.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

The Parties must at all times cooperate fully with the other party and act in a commercially reasonable manner. Upon the expiration or earlier termination of this Agreement, the Contractor shall provide transition assistance to County for the purposes of transitioning to a new time and attendance system. All such transition assistance shall be performed at the Contractor's then current professional service rates upon a payment schedule and project timeline to be agreed upon by the parties. During this period, Contractor shall continue to host the Application Software at the then-current rates for the Online Service and related support. The Contractor standard of performance while providing transition assistance shall be as set forth in Article 3.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer- employee relationship such that:

- i. The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement, unless such damages are caused by the actions of the County as determined by a court.
- ii. Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii. The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

k) Agreement Not to Hire.

To the extent permitted by law, The Parties agree not to solicit or hire (either as an employee, an independent contractor, or contractor through a third party) any current or former employee or contractor, of the other party, for a period of twelve (12) months from the termination of their employment. Notwithstanding the foregoing, nothing in this section shall prohibit the use of a general advertisements or public solicitations for employment.

l) Publicity

County shall as a part of the Contractor Software Client Success Program, agree to (a) approve press releases announcing County as a new client of Contractor or announcing County's successful go-live with the Online Service, and (b) allow Contractor to include a brief description of the services furnished to County in Contractor promotional materials, subject to the reasonable approval of the County. The consent of both parties shall be obtained prior to the release of any press releases or Marketing Materials, which consent shall not be unreasonably withheld, conditioned, or delayed. Each party may include the other party's name or logo in a list of its clients, vendors, or service providers, provided that any use of the other party's trade-mark(s) retain any proprietary notices and/or are properly attributed to their owner. Other than as provided for in this Section, neither party shall use the logos or trade-marks of the other party for any other purpose without the prior written approval of the other party.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:

Cook County Bureau of Finance
118 North Clark Street, Room 1127
Chicago, Illinois 60602
Attention: Director of ERP

And

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor:

WorkForce Software, LLC
37705 Seven Mile Rd., Suite 300
Livonia, MI 48152
Attention: Legal Department

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

STATEMENT OF WORK



WorkForce Software Statement of Work

Cook County Government EmpCenter Time and Attendance Solution

Version
Updated 11/26/2013



WorkForce Software
38705 Seven Mile Road, Suite 300
Livonia, Michigan 48152
Phone: 877.493.6723 or 877.4.WFORCE
Fax: 734.542.0635
E-mail: info@workforcesoftware.com



LEGAL NOTICES

This Statement of Work ("SOW") specifies services and deliverables WorkForce Software, LLC ("WorkForce") will provide to the Cook County Government ("County").

WorkForce Software
38705 Seven Mile Road
Suite 300
Livonia, MI 48152

www.workforcesoftware.com

info@workforcesoftware.com

1-877-4-WFORCE

1-877-493-6723

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1 Introduction

Cook County Government, which includes the Cook County Forest Preserve District, ("County") has engaged WorkForce Software ("WorkForce") to implement an enterprise time and attendance management solution. Through this initiative, the County intends to realize its goal of reducing manual processing of time and attendance and improve the accuracy of reporting, resulting in more accurate payroll processing. WorkForce will install and configure an enterprise, Software as a Service (SaaS) time and attendance management solution. The solution includes the following components:

- EmpCenter Time and Attendance for Public Sector will be configured and deployed for use throughout the County as specified in the scope herein.
- Biometric Data Collection Options - A primary function of EmpCenter is to capture time, attendance, leave, and labor data. The County Government will utilize EmpCenter EC2000 terminals for data collection terminal devices. This SOW includes data collection terminal site surveys, hardware installation, and configuration for data collection terminals.
- Organizational Readiness - Assessment and Change Management services described herein are intended to align Cook County users to new EmpCenter processes. WorkForce will work collaboratively with the County to develop a common understanding of the County's time and attendance vision and strategic direction. Knowledge transfer and training are also included to support the human element of change needed to deploy the EmpCenter Time and Attendance solution.

The following modules are included in this implementation with the goal of meeting the corresponding business process improvement goals listed in the table below.

Delivered Application Modules

EmpCenter Module	Application Description and Business Process Improvement Goals
<u>Time and Attendance Base Application</u>	<ul style="list-style-type: none"> • Manager review and approval of employees' timesheets to drive accuracy and accountability for recorded time • Automated overtime, premium, and other Time and Attendance calculations for accuracy and consistency when compared to manual calculations • Set up and management of employee schedules for comparing actual worked times to scheduled work times • Exception and email notifications for validating time and alerting users to errors in real time • Web-based reporting for end-users with a comprehensive library of standard reports to increase visibility to County cost of labor • Amend/correct prior period timesheets with automatic recalculation for consistent application of pay rules including audit trail for compliance
<u>Time-off Accruals</u>	<ul style="list-style-type: none"> • Automatically calculate and manage employee accruals in real time for increasing visibility of time-off to employees and managers, with the goal of reducing erroneous time-off requests, and time-off occurrences that violate the business rules of the County. • Automatically accrue time off earned (in units of hours, days, or weeks) to

EmpCenter Module	Application Description and Business Process Improvement Goals
	<p>eliminate the need to manually track accruals and thereby reduce time-off bank balance errors. Time-off may be accrued in any frequency (daily, weekly, per pay period, annually, etc.) to comply with County business rules and accruals may be based on various rules, such as the number of hours an employee has worked.</p> <ul style="list-style-type: none"> • Project future earned time off to show employees and their managers the future balance of a given time-off bank and help drive better decisions around time-off usage. • Online tracking of Comp Time to drive accuracy of tracked time and accountability for balances. • Perform other advanced time-off bank calculations such as: withdrawing time from banks sequentially after one is depleted; transferring hours between banks for carry-overs from year to year; and paying out balances upon termination based on County policies.
<u>Attendance Point Tracking and Alert Manager</u>	<ul style="list-style-type: none"> • Track attendance events and points based on the automatic detection of a violation of County attendance rules, or manual indication of a violation by a manager. • On-screen validation messages, email notifications, and reports to alert HR and managers when attendance thresholds are exceeded to drive visibility of attendance issues to the appropriate parties within the County. • Both of the times above are intended to drive employee accountability to shift start times and attendance, and give managers a tool for tracking and managing attendance issues.
<u>Employee Self Service</u>	<ul style="list-style-type: none"> • Reduce the administrative workload for managers and HR to free up time for more strategic activities by implementing the following self-service tools for employees to access online: <ul style="list-style-type: none"> ○ Request time-off and view past requests to offload burden from managers and HR. ○ View past time-off request history ○ Online reporting on time sheet data, time-off data, etc. ○ Time sheet viewing rights for employees so that employees can see their historic worked records ○ View schedules ○ Web Clock access ○ View accrual balances and calculated gross pay ○ Communicate regulatory alerts to employees
<u>Activity Based Costing</u>	<ul style="list-style-type: none"> • Tracking time against accounting strings, jobs, and other categories to provide insight into County cost of labor. • Charge time to projects in a self-service manner. • Supports hierarchical relationships between fields and automates defaults, dependencies, restrictions, and validations to improve accuracy of

EmpCenter Module	Application Description and Business Process Improvement Goals
	recorded activity based costing entries.
<u>Public Sector Policy Templates</u>	<ul style="list-style-type: none"> Pre-packaged sets of the commonly implemented policies based on WorkForce's recommendations to drive standardization of user interfaces, workflows, and certain calculations.
<u>Interface Connect</u>	<ul style="list-style-type: none"> Configure interfaces with the County's JD Edwards ERP system for automatic feeds of HR and accounting data into EmpCenter, and extracts of calculated time data from EmpCenter. Import and export data using SQL, CSV files, XML, or Web Services for flexibility with methods of data interfacing. Transform inbound and outbound data from EmpCenter to reduce burden on other business systems.
<u>Multiple Assignments</u>	<ul style="list-style-type: none"> Track and route employees' work for multiple managers on separate time sheets while calculating aggregated totals for FLSA overtime rate compliance Manage multiple positions for individual employees as assigned in the County's ERP system.
<u>Data Collection Terminal Server</u>	<ul style="list-style-type: none"> Biometric data collection which may decrease overall payroll costs by validating the employee's identity before tracking worked time. Self-service access to view schedules and bank balances for improved visibility of this data.
<u>Report Writer Authoring</u>	<ul style="list-style-type: none"> Design reports using Crystal Reports and deploy within EmpCenter to give employees, managers, and administrators access to the data that they need to manage the County's workforce.
<u>EmpCenter Analytics</u>	<ul style="list-style-type: none"> Ad-hoc reporting engine allows users to dynamically query, summarize, organize, and drill down into data to give County leadership a specialized tool to analyze time and labor data to improve business decisions and potentially reduce costs
<u>ACT Base Application</u>	<ul style="list-style-type: none"> Give County leave administrators and employees visibility to regulatory leave usage. EmpCenter makes recommendations on eligibility for leave based on questionnaire, length of employment, and other factors (US jurisdictions) to improve accuracy and consistency of applying leave rules. Built-in workflows to help centralized leave management team(s) control regulatory leave usage. Web links to regulatory information related to the leave being requested to give leave administrators the information needed to make decisions
ACT Employee	<ul style="list-style-type: none"> Pre-configured workflows for employees to follow when requesting

EmpCenter Module	Application Description and Business Process Improvement Goals
Self-Service	regulated leave based on the conditions specific to their case.

2 Implementation Strategy

The implementation of EmpCenter for Cook County, IL will consist of two major phases and numerous concurrent sub-projects. Cook County has approximately 24,000 employees that will be using EmpCenter and 95 Collective Bargaining Agreements. The project will consist of several concurrent sub-projects (e.g., Pilot, Enterprise Configuration, Testing, Data Collection Terminal deployments, etc.) and will require strong project oversight and leadership support from the vendor and the County.

2.1 Project Oversight

The assigned WorkForce Software Project Manager will be responsible for:

- Project oversight
- Project status reporting
- Tracking open issues, defects, and milestone deliverables
- Maintaining the project plan
- Identifying project challenges and risks are communicated and escalated appropriately
- Ensuring project tasks are assigned and worked according to the project plan and the Critical Path
- Preparing and facilitating Executive Project Steering Committee meetings
- Ensuring mutually agreed project governance procedures are enforced (e.g., signoff on deliverables)
- Effectively escalating open issues.

The assigned County Project Manager will work under the guidance of the WorkForce Software PM, but will have specific responsibility for:

- Representing the interests of the County throughout the project life cycle
- Scheduling and coordinating work assignments for County resources per the mutually agreed project plan and SOW
- Ensuring tasks assigned to the County are staffed with appropriately skilled resources according to the project plan and timeline
- Escalating performance and/or resource availability issues impacting County obligations per the SOW and project plan.
- Ensuring project deliverables are satisfied
- Ensuring timely approval by the County for successfully completed project deliverables

The County and WorkForce will establish an Executive Steering Committee to provide guidance and decision support during the implementation process. The Steering committee will minimally consist of the key Executive Sponsors from The County, the designated WorkForce service delivery executive,

and the project managers from WorkForce and the County. Additionally, the assigned WorkForce Engagement Manager will participate on the Executive Steering Committee. The Executive Steering Committee is expected to meet formally approximately monthly, although emergency meetings may be required to address urgent, critical project challenges.

The County's participants on the Executive Steering Committee are expected to have sufficient influence and decision making authority to address and resolve policy and process issues in an effective and timely manner. The participants from WorkForce and the County are expected to have sufficient decision making authority to address issues impacting project scope.

2.2 Pilot Implementation ("Quick Win")

The County has indicated the need for a rapid pilot implementation, a "quick win," to maintain project momentum and commitment. The implementation strategy includes implementation of a pilot group well ahead of the enterprise configuration and rollout. It is currently assumed that the pilot group will be a mutually agreed subset of County departments that don't have too much complexity relative to other departments. This initial pilot will be limited to the essential functionality required to enable productive use of the system in the shortest timeframe. Per the current plan, the expectation is to begin this project on April 1, 2014 and implement the pilot team in the mid-January 2015. In the interest of getting a pilot implemented as quickly as possible, the following EmpCenter features will be excluded from the pilot, but will be included in the enterprise implementation phase:

- ACT Base Application for FMLA Case Management
- ACT Employee Self-Service for FMLA Case Management
- Multiple Assignments (if required) -Tracks and route employees' work for multiple managers on completely separate time sheets while calculating aggregated totals for FLSA overtime rate compliance
- Report Writer Authoring
- EmpCenter Analytics
- Advanced Interfaces and Integration (e.g., Ansos clinical scheduling)

Other non-critical features may also be deferred to the enterprise phase of this implementation, but not without the prior approval of the County.

2.3 Enterprise Implementation

Concurrent and aligned with the Pilot Implementation, the project team will be collecting requirements, defining functional requirements and the solution design for the complete enterprise configuration. The complete enterprise configuration will address the mutually agreed business requirements for all County departments, collective bargaining agreements and essential time and attendance business processes.

2.4 Project Milestones and Deliverables

To help ensure adherence to the project commitments, the implementation effort will have approximately 56 key milestones that will be tracked by the project oversight team. Each milestone has defined activities with specific, measurable deliverables. Completed Milestones will be documented by WorkForce and approved by the County. Approval of completed Milestones will not be withheld unreasonably by the County.

2.5 Testing

WorkForce will be responsible for preparing a test plan that includes the test scenarios and test scripts that will be used to validate the EmpCenter solution is configured correctly. Ultimately, it will be the County's responsibility (with guidance from WorkForce) to test the delivered software and validate it is configured correctly.

2.6 Data Collection Terminals (DCT)

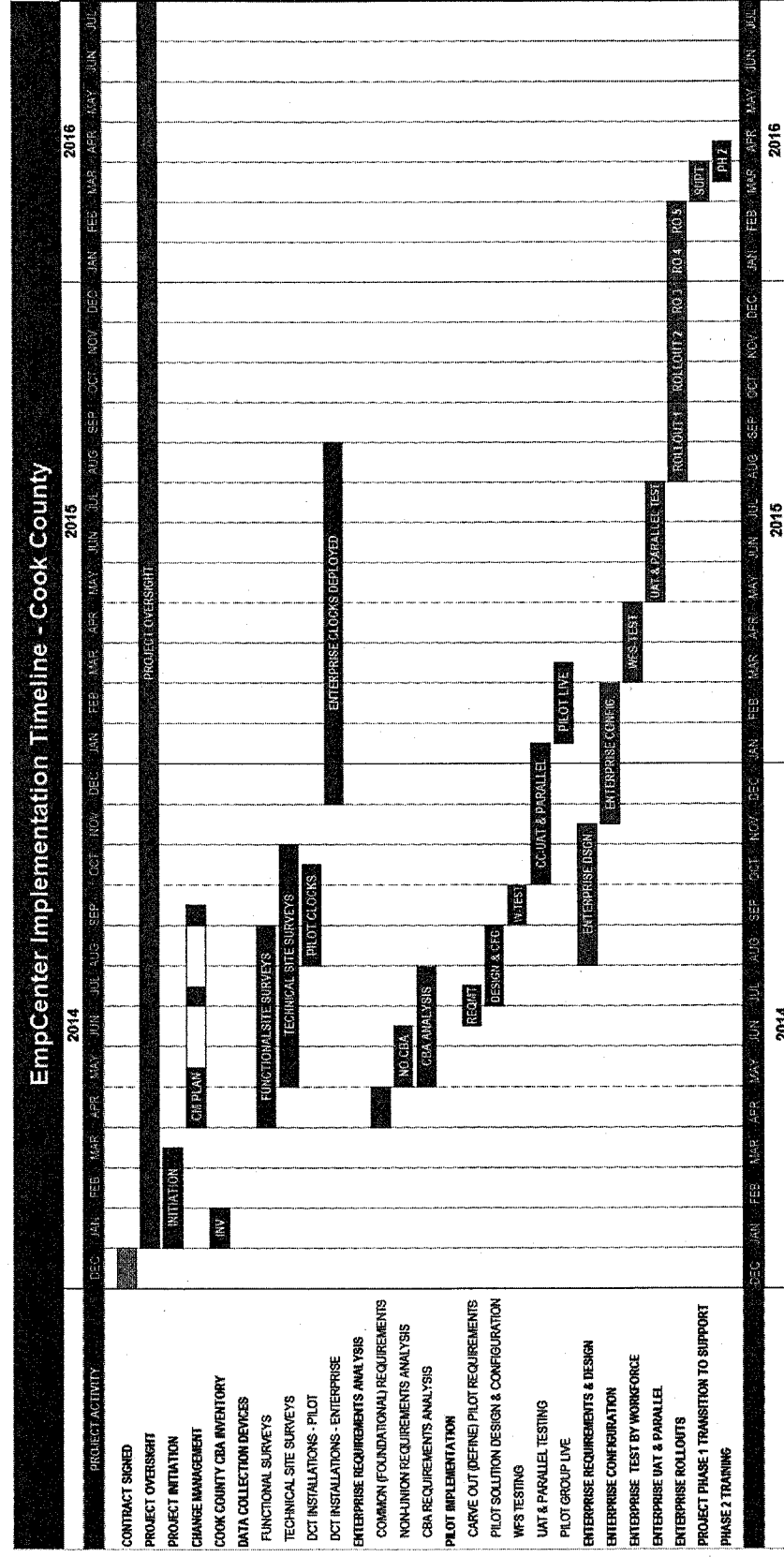
The implementation of WorkForce's Data Collection Terminals will require a three step process:

- Functional Site Surveys to determine the quantity and mounting location of DCT's at each site.
- Technical Site Surveys to determine the actual DCT installation requirements and formal cost estimates for wiring, DCT installation, and connection into the County's existing network infrastructure at each County site.
- DCT installations aligned to the project rollout schedule.



2.7 Project Time Line

Below is a Gantt chart view of the major activities and project timeline for the EmpCenter rollout:





WorkForce Estimated Resource Staffing*

RESOURCE TYPE	2014												2015												2016											
	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL				
Project Manager																																				
Lead Implementation Consultant																																				
Implementation Consultant																																				
Lead Application Consultant																																				
Application Consultant																																				
Technical Implementation Consultant																																				
Change Management Consultant																																				
DCT-Team Lead																																				
DCT-Functional Survey																																				
DCT-Technical Survey																																				
DCT-Installation																																				

* Estimates are in Full-Time Equivalents (FTE) where 1 FTE= 32-36 hours per week.

LEGEND:	Primarily on-site/75%
	Approx. 50% on-site
	20-50% on-site
	Primarily Remote

The resource estimates above as well as the expected on-site presence represent the reasonable expectations of WorkForce given the information currently available.

3 Scope

This section provides clarity with respect to our understanding of the project scope and combined with Appendix C: Detailed Scope form the basis for the pricing and schedule information provided. Any changes to the scope or approach of this project agreed to by both WorkForce and the County will be managed via the Project Change Management Process defined in Appendix B.

WorkForce Software has developed a list of the software configuration needed for the EmpCenter environment to support a deployment to the County as specified in Appendix C: Configuration Scope and is included as a key component of the scope of this project. This configuration scope is based on our understanding of the County's RFP materials as well as our best practice recommendations. In addition, the following related items have been included as additional components of the project scope, including:

3.1 Approach

WorkForce will perform the services as defined in Section 4: Approach herein to deliver the project as defined within this SOW.

3.2 Requirements Management

The methodology of this project is highly dependent upon the amount of commonality of requirements across the identified 95 County Agencies. As stated by the County, a primary objective of this project is to drive commonality of requirements whenever possible in order to reduce complexity and cost as well as increase the efficiency of the overall time collection process.

In support of the County's objective, WorkForce has developed an approach based on the assumption that a portion of requirements will be common across all departments. These common requirements will form the core components of the overall enterprise system to be shared by all Agencies.

The core components of the system that are expected to be common across all Agencies include:

- User Interface
- Timesheet Frequency / Work week
- Labor Distribution
- Gross Pay
- Current / Arrears
- Interfaces
- Security
- FLSA

In addition, WorkForce will configure the EmpCenter solution to support the specific and unique working practices across the County in the following categories:

- Overtime
- Shift Premiums
- Accruals
- Other Incentive Pay
- Rounding/Gracing Definitions
- Holiday Rules

3.3 Interfaces

WorkForce will interface with the County's internal HR and payroll systems as defined in Appendix C. During the requirements phase of the project, WorkForce will define the specific quantity and type of interfaces required to support the County. Our basis of estimate for these interfaces is provided for in Appendix C. If additional interfaces are required a Project Change Order will be necessary to adjust the total project cost and timing of the project. It is assumed the ERP system(s) that interface with EmpCenter will not be replaced or significantly revised for the duration of this project.

Note: WorkForce Software will not be required to convert historical time sheet and related timesheet data from existing County systems into EmpCenter. Required Employee Data such as HR information and current accrual information (e.g. bank balances) needed to properly perform calculations within EmpCenter will be imported using inbound interfaces defined in Appendix C. In addition to employee HR information, labor distribution data for timesheet validations can be imported and converted as well. No historical timesheet data conversion is included in the scope of this project.

3.4 Training Plan

Training schedules will be incorporated into the project plan to be aligned with the rollout schedule. For the menu of courses, refer to Section 11.3 of this SOW.

For end-user training, the County will identify candidates for the train-the-trainer program relevant to their functional departments. These candidates will learn the system and deliver end user (manager and employee) training to the masses. This approach uses your configured system as the basis for training. The courses for trainers are delivered as hands-on courses with participants doing exercises in the system so that they have first-hand experience with the material they will deliver. To ensure clarity, Workforce will deliver the defined number of "Train-the-Trainer courses (TM01 & TM02) identified in Section 10.4, and it will be the responsibility of the County's designated trainers to deliver the actual end user training.

One or more of the implementation consultants assigned to this engagement will be assigned to help tailor the user training curriculum to the specific business requirements of the County. Additionally, the Change Management consultant(s) assigned to this engagement will provide insight and direction to ensure the curriculum is aligned with the project marketing strategy and addresses the organizational challenges identified in the Change Management plan. The project budget also includes up to 80 hours of WorkForce consulting support to help create custom training aids.

The specific training courses in scope for this project are specified in Section 11.3

3.5 Data Collection Terminals

A key component of this solution includes the installation of data collection terminals. Our plan to deploy these devices across the County will leverage the work previously done by the County and provided to us in the RFP (Los Alamos Technical Associates site surveys). WorkForce will perform the necessary site surveys and install DCT's for up to 341 sites. A Data Collection Terminal site is generally defined as a floor in a physical building location. Appendix D contains a list of 249 expected DCT sites. The County will leverage the 92 site buffer to accommodate undocumented sites and return visits to sites due to County failure to accommodate scheduled appointments (per section 4.2 of this agreement).

3.6 Testing

- 3.6.1 **UAT and Unit Testing.** WorkForce is responsible for the development of the UAT Test Plan and associated test scripts as well as conducting Unit testing for both the pilot and the Enterprise rollout. The County will be responsible for approving the UAT Test plan and associated test scripts with the understanding that any scenarios not clearly identified in the Approved Requirements Documentation as defined in Section 4 of this SOW, and/or the documented test scenarios in the UAT Test plan will be considered a new requirement (additional scope).

The County is expected to provide ready access to the appropriate subject matter experts who can review and provide feedback/corrections on the UAT Test plan and associated test scripts as it is being developed by WorkForce

WorkForce will use commercially reasonable efforts to execute the UAT Test Plan in it's internal testing environment prior to turning the system over to the County for UAT.

- 3.6.2 **System (Integration) Testing.** The UAT Test Plan will also include a System Test plan (AKA: Integrated Testing Plan) to validate the configured system is functioning as expected end-to-end including all inbound and outbound interfaces. The County will be responsible for System Testing execution.
- 3.6.3 **Parallel Testing.** The County may decide to have a small group of "parallel test employees" use the configured EmpCenter solution to track their time in parallel with tracking their time using the existing legacy systems and processes. Optionally as part of the parallel testing process, the County can enter prior period timesheet data (as captured in legacy systems and processes) into the configured EmpCenter solution for a defined subset of employees

3.7 Data Conversion

Historical timesheet data will not be converted or imported into the WorkForce system. WorkForce will provide a utility to import current accrual bank balances. It is assumed that the County will provide the input files in a format specified by WorkForce.

4 Approach

This section defines our approach to managing and delivering the work associated with this project.

WorkForce proposes using our proven implementation methodology to deploy the solution for Cook County as outlined in the diagram below and detailed in the following sections.

4.1 Planning and Assessment: Data Collection Terminal (DCT) Planning and Deployment

Overview

The Assessment phase is intended to establish the foundational components of the project, review the project plan, milestones and oversight process, educate the County's core team on the requirement analysis process, and evaluate the organizational readiness for the change required to deploy the WorkForce solution.

Activities

The following activities will be performed by the WorkForce Project Team:

- Project Overview presentation – 0.5 day presentation (with PowerPoint slides and other collateral) targeted for core WorkForce and County implementation team to review project goals, oversight process, key success factors, staffing requirements, timeline expectations, and deliverables by project milestone. Session will be facilitated by the WorkForce
- Review the WorkForce Implementation Methodology approach
- Deliver Core Concepts Training Session for T&A and ACT (2 times for each class to accommodate the audience size)
- Interviews with key project sponsors and HR team to identify organizational challenges that are potential risks to the project success.
- Development of a Communication and Organizational Readiness Assessment. This will be prepared by the WorkForce Change Management specialist and will provide insights into the County's organizational readiness risks and suggested risk mitigation strategies.
- Review Discovery tools and templates used to capture and organize requirements. One day collaborative workshop on how to complete the pay policy templates.

Inputs

The following inputs are required for this phase to be successful:

- Logistics for business process workshops finalized with the WorkForce Project Manager
- Availability of County personnel knowledgeable in the County's current state business processes
- Participation of the County's executive sponsor during the project overview presentation and at end of kickoff week to review outcomes and issues.
- County PM and core project team members participation during entire kickoff week
- WorkForce PM and Subject Matter Experts participation in kickoff.

Deliverables

The following deliverables will be provided as an outcome of this phase:

-
- Kick-off Meeting Presentation
 - Time & Attendance Core Concepts Training delivered
 - ACT Core Concepts Training delivered
 - Organizational Readiness & Change Management Plan
 - Recommendations for Project Branding
 - Project Marketing Plan
 - Awareness campaign recommendations
 - Leadership commitment and alignment strategies
 - Employee communication strategy
 - Identification of change management risks and mitigation strategies
 - Updated Project Plan with Discovery task assignments and target dates.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Provide a location and associated equipment for identified workshops
- Provide personnel from each Bureau knowledgeable in the specific Bureau's working practices
- Identify one overall project manager/SME who will serve as the primary contact for all general project questions.
- Provide qualified personnel to partner with WorkForce Change Management Consultants on the development of the Organizational Readiness and Communication Plans.
- Provide the requisite leadership and SME's that can effectively execute the Organizational Readiness & Change Management Plan.

WorkForce Project Staffing Considerations

For the Project Kickoff, Planning and Change Management Assessment, WorkForce will assign:

- A Senior Project Manager to lead project oversight, updates and communicates the status, facilitate kickoff week activities, and maintain the implementation project plan.
- A Lead (Senior) Implementation Consultant who will primarily focus on requirements analysis for employee groups covered under a CBA. Lead IC will also provide guidance and product expertise to support overall implementation process.
- Implementation Consultant who will primarily focus on requirements analysis for employee groups not covered under a CBA.
- Change Management Consultant who will help assess organizational readiness and provide expertise and recommendations for the Organizational Readiness Plan and the Project Marketing plan.
- Lead Application Consultant who will provide insights and solution design expertise for business requirements that necessitate development of rules, workflow, reports, interfaces, and other requirements that will require use of the EmpCenter configuration tools.

4.2 Planning and Assessment: Data Collection Terminal (DCT) Planning and Deployment

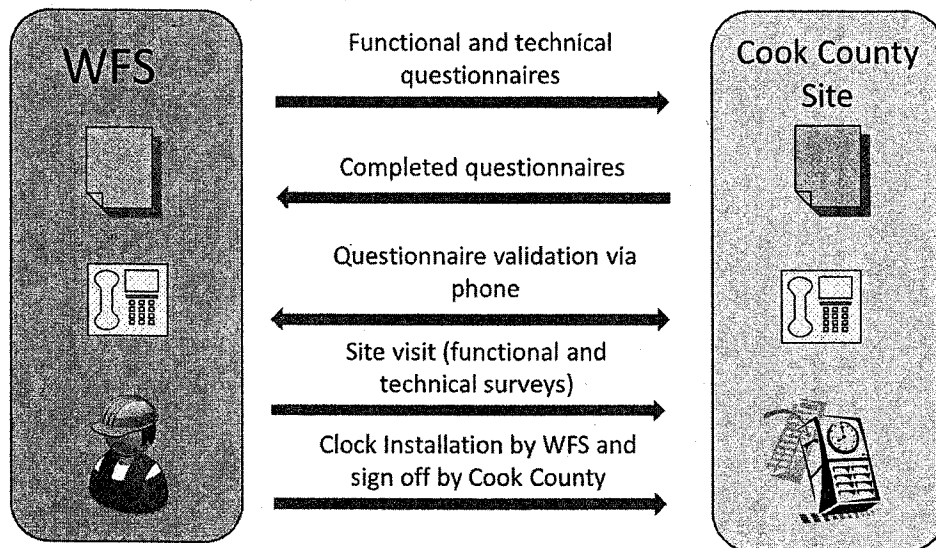
Overview

Cook County has identified that DCTs will be installed in up to 341 DCT sites as part of this implementation. This phase of the project will take approximately 10 months to complete. There are 4 main tasks to complete for this phase.

- **Functional Site Questionnaires** – These questionnaires will gather as much information in advance of the site surveys to determine how many clocks are required to be installed at each of the 341 sites and the recommendation installation location the clocks. The questionnaires will be developed jointly between the County and WorkForce staff to ensure that all business requirements and regulations are accounted for as part of this activity. This activity will take approximately 2 months to complete.
- **Functional Site Surveys** – Once the site questionnaires have been completed, WorkForce will visit each of the sites to review the questionnaire results with the HR or other staff responsible at each site. They will also coordinate with the Cook County staff to determine where the clocks should be installed at each facility and the number of DCT's at each site. This activity will take approximately 7 months to complete based on the assumption that each of the 341 sites will require ½ day site visits. This phase of the project cannot start until the Functional Site Questionnaires are completed.
- **Technical Site Surveys** – Once the number and installation location of each of the clocks has been identified, WorkForce will conduct a technical site survey to determine infrastructure requirements (power, wiring, port availability, etc.) for each site. These will be documented and become the basis for a detailed plan for clock deployment. The site surveys will validate the previous documentation previously performed by Los Alamos in 2012. This activity will take approximately 7 months to complete based on the assumption that each of the 341 sites will require ½ day site visits. This phase of the project can start shortly after the Functional Site Surveys. However, the Technical Site Surveys can only be performed at sites that have signed off on the Functional Site Surveys.
- **DCT Implementation Cost Quotations** - The WorkForce Technical Site Survey team will provide a written cost estimate for the implementation of the DCT's for each site. The DCT site implementation estimate will provide sufficient detail to document the estimate per the pricing guidelines outlined in Section 11.2 Data Collection Terminals Costs and Installation Fees.
- **DCT Installation** – WorkForce will perform the physical installation of the DCTs at each site including the required cabling and conduit. Actual physical connectivity to the County Network will be performed and validated by County IT resources. Installations can only take place at sites that have signed off technical site surveys. The County IT staff will test and sign off on the clock installation at the time is has been completed. Once a clock installation has been signed off, the clock becomes the property of the County and the warranty/maintenance period begins.

In order to expedite delivery, the activities outlined above are not serialized and will run in parallel to other phases of the project and aligned to the overall deployment plan developed during this phase. The Functional Site surveys will be followed immediately by the Technical Site surveys and then the installations. The Functional Questionnaires will take two months and the site surveys will take approximately 8 months.

The diagram below depicts the high level plan for DCT deployments.



Activities

The following activities will be performed by the WorkForce Project Team:

1. Creation of Functional Questionnaires to be completed by each site.
2. Remote coordination with resources responsible for the local sites to ensure that the questionnaires are completed by each site prior to the Functional Site Survey (onsite) by WorkForce staff.
3. Functional Site Surveys – Onsite visits by WorkForce staff to work with the local Cook County resource responsible for determining the number and location of the DCT installations for each site. The criteria for this determination include the number of employees at each site, the number of Bureaus, entry and exit points, and anticipated volume requirements.
4. Technical Site Surveys – Onsite visit by WorkForce staff to determine the technical requirements of the installation. These visits will be conducted by the WorkForce installation contractor and is intended to confirm the equipment needed as well as final placement of each DCT device.
5. Once both the Functional and Technical Site visits are complete, WorkForce will collaborate with the County to define the DCT implementation plan. The implementation plan will outline the rollout schedule, prerequisite activities with due dates that the County must complete, and an estimate of DCT implementation costs by month. The site DCT plan will be confirmed by County leadership and once approved, sites will be scheduled for device installation.
6. DCT Installation - Develop and execute the DCT Deployment Plan for data collection terminal installation developed in the prior phase of the project. NOTE: In order to mitigate the risk of DCT Deployment, these activities may begin prior to completion of the Requirements Phase and only requires an approved DCT Deployment Plan and approval from the County to begin installation.

Key DCT Implementation Assumptions

1. The pricing provided for DCT Deployments is based upon information provided in the RFP. If additional clocks, cabling, or other infrastructure are required beyond what is specified in Section 12.3, a Project Change Order will be required to address the additional items or services to complete the installation.

2. WorkForce and/or its designated subcontractor are responsible for providing the pipe and wire. If other network infrastructure is required (e.g., hubs, routers, POE connectors, etc.), WorkForce will include an optional estimate for the other network infrastructure, assuming WorkForce and/or its subcontractor can procure and install the additional required network infrastructure. Procurement and installation of "other network infrastructure" will be the responsibility of the County unless the County selects and funds WorkForce to provide these optional services.
3. The pricing estimate assumes WorkForce can use existing conduit where feasible.
4. The Functional and Technical Site Survey work is included in the fixed fee cost estimate for this engagement provided the total number of Functional Site surveys does not exceed 341 or the total number of Technical Site surveys does not exceed 341.
5. WorkForce will work with the County to prepare a Site Survey schedule. Any scheduled site surveys that are canceled by the County with less than 24 hours advanced notice will be considered a site visit accrued against the 341 sites. Should WorkForce cancel a scheduled site visit with less than 24 hours' notice, the County shall be credited for an additional site survey. Should the WorkForce Site Survey Team be required to return to a site due to reasons caused by the County (e.g., cannot gain access to a site at a scheduled time, County representative does not show up, cannot gain access to necessary network wiring closet, etc.), each return trip will be considered a net new survey site visit.
6. WorkForce will document the estimated cost to install DCT's at each site within 5 business days after completion of the Technical Site Survey.
7. During installation of a DCT device, should WorkForce encounter additional device installation costs for reasons that could not be reasonably identified during the technical survey, the additional costs will be documented (consistent with the unit pricing schedule) and addressed using the Project Change Order process.
8. WorkForce will not be responsible for any demolition work or dismantling of existing time clocks and associated infrastructure.
9. The pricing estimate for installation of wiring and DCT's did not include any painting or patching. These services will be included in the installation quotations for each site.
10. Installations of DCT's can only take place at sites that have signed off functional and technical site surveys and the County has authorized WorkForce to commence the installation process.
11. Should the WorkForce team be unable to complete a scheduled DCT implementation due to reasons caused by the County (e.g., cannot gain access to the site, cannot gain access to the necessary infrastructure, issues with network infrastructure that prevent activating and testing a device, etc.), the County will be charged a \$600 No-Show fee unless WorkForce is formally notified with at least 24 hours advance notice of the scheduled event.
12. A DCT device shall be considered successfully installed and operational when the following two conditions are satisfied:
 - The clock is installed and mounted in the designated location
 - The clock can be successfully pinged, indicating it is operational and visible on the network
13. The County IT staff will test and sign off on each clock installation at the time the work has been completed. Once a clock installation has been signed off, the clock becomes the property of the County and the warranty period begins.
14. All DCT work (surveys and implementations) will occur during normal business hours (Monday – Friday).

Inputs

The following inputs are required for this phase to be successful:

- Site Surveys that were previously completed by Los Alamos to be used as a basis of initial validation
- Site matrix identifying all Cook County Bureau locations along with the appropriate contacts and contact information for each site. This will include:
 - HR staff (or other County staff member) – for selecting the number of DCTs and their location
 - IT staff – for determining IT infrastructure requirements and signing off on cabling and terminal installation
 - Facilities staff – for providing access to the sites

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Completed Functional and Technical Site Surveys – which will include the number and location of DCTs to be installed for each site. The site surveys will include recommended locations for DCT placement in the event that the primary location is not technically feasible.
- Price Quotations for DCT installation for each County site.
- DCT Deployment Plan
- Complete Deployment of all DCTs

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Supplying a completed site matrix prior to the start of this phase including but not be limited to the following information
 - Site address
 - Number of departments
 - Number of employees punching per shift
 - Contact information for Cook County staff responsible for functional questions, physical access to the site and the IT resource to sign off on cabling and DCT installation, and a facilities engineer
- HR Staff (or other County staff member) – To complete functional site questionnaires and to be the onsite contact for the functional site surveys. This role will be responsible for working with WorkForce consultants to validate the functional requirements of the DCTs such as number of clocks and their locations.
- IT and Facilities Staff - To complete technical site questionnaires and be the onsite contact for the technical site surveys. They will provide information, guidance, and support for this activity including validation of the technical plan for DCT deployment at each site. The IT staff will also sign off on all cabling installation once it is complete.
- The County will procure and install any requisite infrastructure for operate DCT's at a site without impacting the project schedule. Examples of requisite infrastructure include network connectivity and power into the site, switches that can accommodate Power over Ethernet, network capacity to accommodate the DCTs, etc.
- Provide secure and commercially safe locations to connect DCT's into the County's network.

WorkForce Staffing Considerations

For the Data Collection Terminal (DCT) Planning and Deployment activities, WorkForce will assign:

- Project Management Oversight

- #### 4.3 Planning and Assessment: Requirements Management Approach

- Non-union exempt
- Non-union non-exempt
- Union members of the 95 CBAs

- **Matrix of Cook County bureaus and CBAs**

BUREAU	# DEPARTMENTS/ DIVISIONS	# EMPLOYEES (estimated)	SW	UNION 2010	UNION 2012	AS-101	AS-102	AS-103	AS-104	AS-105	AS-106	AS-107	AS-108	AS-109	AS-110	AS-111	AS-112	AS-113	AS-114	AS-115	AS-116	AS-117	AS-118	AS-119	AS-120	AS-121	AS-122	AS-123	AS-124	AS-125	AS-126	AS-127	AS-128	AS-129	AS-130	AS-131	AS-132	AS-133	AS-134	AS-135	AS-136	AS-137	AS-138	AS-139	AS-140	AS-141	AS-142	AS-143	AS-144	AS-145	AS-146	AS-147	AS-148	AS-149	AS-150	AS-151	AS-152	AS-153	AS-154	AS-155	AS-156	AS-157	AS-158	AS-159	AS-160	AS-161	AS-162	AS-163	AS-164	AS-165	AS-166	AS-167	AS-168	AS-169	AS-170	AS-171	AS-172	AS-173	AS-174	AS-175	AS-176	AS-177	AS-178	AS-179	AS-180	AS-181	AS-182	AS-183	AS-184	AS-185	AS-186	AS-187	AS-188	AS-189	AS-190	AS-191	AS-192	AS-193	AS-194	AS-195	AS-196	AS-197	AS-198	AS-199	AS-200	AS-201	AS-202	AS-203	AS-204	AS-205	AS-206	AS-207	AS-208	AS-209	AS-210	AS-211	AS-212	AS-213	AS-214	AS-215	AS-216	AS-217	AS-218	AS-219	AS-220	AS-221	AS-222	AS-223	AS-224	AS-225	AS-226	AS-227	AS-228	AS-229	AS-230	AS-231	AS-232	AS-233	AS-234	AS-235	AS-236	AS-237	AS-238	AS-239	AS-240	AS-241	AS-242	AS-243	AS-244	AS-245	AS-246	AS-247	AS-248	AS-249	AS-250	AS-251	AS-252	AS-253	AS-254	AS-255	AS-256	AS-257	AS-258	AS-259	AS-260	AS-261	AS-262	AS-263	AS-264	AS-265	AS-266	AS-267	AS-268	AS-269	AS-270	AS-271	AS-272	AS-273	AS-274	AS-275	AS-276	AS-277	AS-278	AS-279	AS-280	AS-281	AS-282	AS-283	AS-284	AS-285	AS-286	AS-287	AS-288	AS-289	AS-290	AS-291	AS-292	AS-293	AS-294	AS-295	AS-296	AS-297	AS-298	AS-299	AS-300	AS-301	AS-302	AS-303	AS-304	AS-305	AS-306	AS-307	AS-308	AS-309	AS-310	AS-311	AS-312	AS-313	AS-314	AS-315	AS-316	AS-317	AS-318	AS-319	AS-320	AS-321	AS-322	AS-323	AS-324	AS-325	AS-326	AS-327	AS-328	AS-329	AS-330	AS-331	AS-332	AS-333	AS-334	AS-335	AS-336	AS-337	AS-338	AS-339	AS-340	AS-341	AS-342	AS-343	AS-344	AS-345	AS-346	AS-347	AS-348	AS-349	AS-350	AS-351	AS-352	AS-353	AS-354	AS-355	AS-356	AS-357	AS-358	AS-359	AS-360	AS-361	AS-362	AS-363	AS-364	AS-365	AS-366	AS-367	AS-368	AS-369	AS-370	AS-371	AS-372	AS-373	AS-374	AS-375	AS-376	AS-377	AS-378	AS-379	AS-380	AS-381	AS-382	AS-383	AS-384	AS-385	AS-386	AS-387	AS-388	AS-389	AS-390	AS-391	AS-392	AS-393	AS-394	AS-395	AS-396	AS-397	AS-398	AS-399	AS-400	AS-401	AS-402	AS-403	AS-404	AS-405	AS-406	AS-407	AS-408	AS-409	AS-410	AS-411	AS-412	AS-413	AS-414	AS-415	AS-416	AS-417	AS-418	AS-419	AS-420	AS-421	AS-422	AS-423	AS-424	AS-425	AS-426	AS-427	AS-428	AS-429	AS-430	AS-431	AS-432	AS-433	AS-434	AS-435	AS-436	AS-437	AS-438	AS-439	AS-440	AS-441	AS-442	AS-443	AS-444	AS-445	AS-446	AS-447	AS-448	AS-449	AS-450	AS-451	AS-452	AS-453	AS-454	AS-455	AS-456	AS-457	AS-458	AS-459	AS-460	AS-461	AS-462	AS-463	AS-464	AS-465	AS-466	AS-467	AS-468	AS-469	AS-470	AS-471	AS-472	AS-473	AS-474	AS-475	AS-476	AS-477	AS-478	AS-479	AS-480	AS-481	AS-482	AS-483	AS-484	AS-485	AS-486	AS-487	AS-488	AS-489	AS-490	AS-491	AS-492	AS-493	AS-494	AS-495	AS-496	AS-497	AS-498	AS-499	AS-500	AS-501	AS-502	AS-503	AS-504	AS-505	AS-506	AS-507	AS-508	AS-509	AS-510	AS-511	AS-512	AS-513	AS-514	AS-515	AS-516	AS-517	AS-518	AS-519	AS-520	AS-521	AS-522	AS-523	AS-524	AS-525	AS-526	AS-527	AS-528	AS-529	AS-530	AS-531	AS-532	AS-533	AS-534	AS-535	AS-536	AS-537	AS-538	AS-539	AS-540	AS-541	AS-542	AS-543	AS-544	AS-545	AS-546	AS-547	AS-548	AS-549	AS-550	AS-551	AS-552	AS-553	AS-554	AS-555	AS-556	AS-557	AS-558	AS-559	AS-560	AS-561	AS-562	AS-563	AS-564	AS-565	AS-566	AS-567	AS-568	AS-569	AS-570	AS-571	AS-572	AS-573	AS-574	AS-575	AS-576	AS-577	AS-578	AS-579	AS-580	AS-581	AS-582	AS-583	AS-584	AS-585	AS-586	AS-587	AS-588	AS-589	AS-590	AS-591	AS-592	AS-593	AS-594	AS-595	AS-596	AS-597	AS-598	AS-599	AS-600	AS-601	AS-602	AS-603	AS-604	AS-605	AS-606	AS-607	AS-608	AS-609	AS-610	AS-611	AS-612	AS-613	AS-614	AS-615	AS-616	AS-617	AS-618	AS-619	AS-620	AS-621	AS-622	AS-623	AS-624	AS-625	AS-626	AS-627	AS-628	AS-629	AS-630	AS-631	AS-632	AS-633	AS-634	AS-635	AS-636	AS-637	AS-638	AS-639	AS-640	AS-641	AS-642	AS-643	AS-644	AS-645	AS-646	AS-647	AS-648	AS-649	AS-650	AS-651	AS-652	AS-653	AS-654	AS-655	AS-656	AS-657	AS-658	AS-659	AS-660	AS-661	AS-662	AS-663	AS-664	AS-665	AS-666	AS-667	AS-668	AS-669	AS-670	AS-671	AS-672	AS-673	AS-674	AS-675	AS-676	AS-677	AS-678	AS-679	AS-680	AS-681	AS-682	AS-683	AS-684	AS-685	AS-686	AS-687	AS-688	AS-689	AS-690	AS-691	AS-692	AS-693	AS-694	AS-695	AS-696	AS-697	AS-698	AS-699	AS-700	AS-701	AS-702	AS-703	AS-704	AS-705	AS-706	AS-707	AS-708	AS-709	AS-710	AS-711	AS-712	AS-713	AS-714	AS-715	AS-716	AS-717	AS-718	AS-719	AS-720	AS-721	AS-722	AS-723	AS-724	AS-725	AS-726	AS-727	AS-728	AS-729	AS-730	AS-731	AS-732	AS-733	AS-734	AS-735	AS-736	AS-737	AS-738	AS-739	AS-740	AS-741	AS-742	AS-743	AS-744	AS-745	AS-746	AS-747	AS-748	AS-749	AS-750	AS-751	AS-752	AS-753	AS-754	AS-755	AS-756	AS-757	AS-758	AS-759	AS-760	AS-761	AS-762	AS-763	AS-764	AS-765	AS-766	AS-767	AS-768	AS-769	AS-770	AS-771	AS-772	AS-773	AS-774	AS-775	AS-776	AS-777	AS-778	AS-779	AS-780	AS-781	AS-782	AS-783	AS-784	AS-785	AS-786	AS-787	AS-788	AS-789	AS-790	AS-791	AS-792	AS-793	AS-794	AS-795	AS-796	AS-797	AS-798	AS-799	AS-800	AS-801	AS-802	AS-803	AS-804	AS-805	AS-806	AS-807	AS-808	AS-809	AS-810	AS-811	AS-812	AS-813	AS-814	AS-815	AS-816	AS-817	AS-818	AS-819	AS-820	AS-821	AS-822	AS-823	AS-824	AS-825	AS-826	AS-827	AS-828	AS-829	AS-830	AS-831	AS-832	AS-833	AS-834	AS-835	AS-836	AS-837	AS-838	AS-839	AS-840	AS-841	AS-842	AS-843	AS-844	AS-845	AS-846	AS-847	AS-848	AS-849	AS-850	AS-851	AS-852	AS-853	AS-854	AS-855	AS-856	AS-857	AS-858	AS-859	AS-860	AS-861	AS-862	AS-863	AS-864	AS-865	AS-866	AS-867	AS-868	AS-869	AS-870	AS-871	AS-872	AS-873	AS-874	AS-875	AS-876	AS-877	AS-878	AS-879	AS-880	AS-881	AS-882	AS-883	AS-884	AS-885	AS-886	AS-887	AS-888	AS-889	AS-890	AS-891	AS-892	AS-893	AS-894	AS-895	AS-896	AS-897	AS-898	AS-899	AS-900	AS-901	AS-902	AS-903	AS-904	AS-905	AS-906	AS-907	AS-908	AS-909	AS-910	AS-911	AS-912	AS-913	AS-914	AS-915	AS-916	AS-917	AS-918	AS-919	AS-920	AS-921	AS-922	AS-923	AS-924	AS-925	AS-926	AS-927	AS-928	AS-929	AS-930	AS-931	AS-932	AS-933	AS-934	AS-935	AS-936	AS-937	AS-938	AS-939	AS-940	AS-941	AS-942	AS-943	AS-944	AS-945	AS-946	AS-947	AS-948	AS-949	AS-950	AS-951	AS-952	AS-953	AS-954	AS-955	AS-956	AS-957	AS-958	AS-959	AS-960	AS-961	AS-962	AS-963	AS-964	AS-965	AS-966	AS-967	AS-968	AS-969	AS-970	AS-971	AS-972	AS-973	AS-974	AS-975	AS-976	AS-977	AS-978	AS-979	AS-980	AS-981	AS-982	AS-983	AS-984	AS-985	AS-986	AS-987	AS-988	AS-989	AS-990	AS-991	AS-992	AS-993	AS-994	AS-995	AS-996	AS-997	AS-998	AS-999	AS-1000
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Activities

The following activities will be performed by the WorkForce Project Team:

- Review with the County, the Requirements Matrix in order to:
 - Identify common working rules across all/most Bureaus (as shown in red)
 - Identify Bureaus with complex working rules that should be treated separately (shown in yellow)
 - Identify simple Bureaus that can be deployed in conjunction with other Bureaus (shown in green)
- Development of a detailed requirements management plan that will guide the requirements process and establish a high level roadmap for deployment

Inputs

The following inputs are required for this phase to be successful:

- A completed matrix of County Bureaus and the Collective Bargaining Agreements in use at each Bureau
- The matrix should also include definition and requirements of the non-union employees employed within the County. WorkForce assumes that there are only two classes of non-union employees: exempt and non-exempt. WorkForce also assumes that these employees have consistent pay and accrual bank policies across all Bureaus. If different classes of non-union employees, either exempt or non-exempt, are identified, a Project Change Order may be required to address the potential increase in costs and timeline to the project.
- The format of this matrix will be provide by the WorkForce Project Team
- The County has indicated that there are not consistent policies regarding compensatory time across all bureaus. WorkForce has taken this into account and planned for up to five "comp time" policies to be implemented as part of this project. WorkForce assumes that each comp time policy will be comprised of each of the following calculations:
 1. Accrual – adding hours to the comp bank (typically converting overtime or double time into compensatory time-off)
 2. Clearing – automatic reduction or payout of comp hours (typically done once the comp hours have remained unused in the bank for a certain time period)
 3. Usage – Automatically withdrawing time from a bank upon entry of the bank's corresponding pay code on the time sheet or in a time-off request
 4. Transfer – Moving a bank balance from one bank to another

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Detailed Requirements Management Plan and an initial high level deployment roadmap that will be subject to change throughout the requirements process.
- Initial mapping of CBA Requirements Matrix into the Requirements Management Plan. The Requirements Matrix Plan will use WorkForce's implementation process and templates to capture and maintain the County's business requirements and provide a traceability matrix. During the implementation process, WorkForce will update the Requirements Management

Plan as changes are approved by the parties. The Requirements Management Plan will include:

- The comprehensive and definitive documentation of County's Business and Technical Requirements to be configured in EmpCenter;
- A gap analysis for the County, which clearly identifies the County's Business and Technical Requirements that will not or cannot be met by the standard EmpCenter Solution; and
- The foundation for preparing a comprehensive test plan to validate the configured EmpCenter solution meets the County's Business and Technical Requirements.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Completion of the CBA Requirements Matrix prior to the start of this phase of the project
- Identifying and documenting all classes of non-union employees throughout the County. If there are different classes of non-union employees, these classes and their requirements should be documented. These classes should also be identified within the Requirements matrix.
- Assignment of resources that will coordinate with WorkForce to confirm the Bureau deployment roadmap as well as assist in the nomination of Bureaus to be included in the initial deployment phase.
- Note: If any changes to CBA's are identified during the implementation, a Project Change Order will be required to address the potential increase in costs and timeline to the project. The fees required to implement such changes will be based upon the complexity of the changes and outlined in the PCO.

WorkForce Staffing Considerations

To support the County's efforts complete the CBA Requirements Matrix, WorkForce will assign:

- The Lead Implementation Consultant to review the CBA Requirements Matrix for clarity and completeness of content.

4.4 Requirements: Base Project Requirements Workshop

Overview

The Base Project Requirements Workshop is intended to identify, document, and confirm the common foundational requirements of the WorkForce solution as well as establish the fundamental design for the project. The common requirements to be identified include:

- User Interface
- Timesheet Frequency / Work week
- Labor Distribution
- Gross Pay
- Current / Arrears
- Interfaces
- Security
- FLSA

Activities

The following activities will be performed by the WorkForce Project Team:

- Conduct a 3-4 day workshop with County personnel designed to confirm the common requirements across all Bureaus as specified in the categories listed above.
- Conduct 1-2 day workshop focused on the system architecture and data flow with County IT SMEs to identify the architecture, required interfaces, and common reporting requirements of the system. WorkForce expects that all required system interfaces from the Cook County Agencies will be represented by the County during this workshop. WorkForce will develop all interfaces as a part of this phase. No interface development will be a part of any subsequent phase.

Inputs

The following inputs are required for this phase to be successful:

- Logistics for requirements workshops have been finalized with WorkForce Project Manager
- County personnel responsible and knowledgeable in the County's current working practice processes authorized to make decisions that will impact the total solution for the County in the areas specified above.

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Detailed Requirements Document (RD) defining the base requirements identified in the above workshops.
- County System Architecture Document
- Data Flow Diagram
- Update the Requirements Management Plan to include clarifications and additions to policies that will be configured by WorkForce, with each policy mapped to the employee groups that it applies to.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Establishing a location and associated equipment for identified workshops
- County personnel participation, commitment, coordination, and support
- County personnel participation and time commitment to all Workshops
- Provide signoff of finalized Requirements Document deliverable

4.5 Requirements: Non-Union Requirements Analysis

Overview

The purpose of this workshop is to review and confirm the common working practices utilized across the County's non-union workforce. The focus of this workshop will be to identify the working practices used to govern the following employee groups:

- Non-union exempt
- Non-union non-exempt

The scopes of working practices across all non-union groups that will be supported in the EmpCenter implementation are limited to the following:

- Overtime
- Shift Premiums
- Basic Scheduling
- Accruals
- Other Incentive Pay
- Rounding/Gracing Definitions
- Holiday Rules

Activities

The following activities will be performed by the WorkForce Project Team:

- Analyze the working practices for all classes of non-union staff identified previously in the project
- Identify questions, gaps, and inconsistencies with the non-union requirements that need to be clarified or addressed by the County.
- Document the relevant working practices for the County's non-union workforce.

Inputs

The following inputs are required for this phase to be successful:

- Electronic copies of all pay policy documents and other work practices for all non-union employees across all departments.
- Documentation of all required working practices across all classes of non-union employees

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Update the Requirements Management Plan to include clarifications and additions to policies that will be configured by WorkForce, with each policy mapped to the employee groups that it applies to.
- A consolidated Requirements Document ("RD") covering all relevant non-union working practices.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing electronic copies of all pay policy and work process documentation in place at the time of the project
- Subject Matter Expert (SME) and Single Point of Contact (SPOC) to work with the WorkForce Team to help define requirements for the non-union workforce.

- Cook County may elect to have more than one SME for each department. However, in order to streamline the process, WorkForce will work directly with the non-union SPOC during this process
- WorkForce's Requirements Analysis process will provide a forum for identifying undocumented business practices/requirements. Cook County is responsible for ensuring that any current undocumented or unofficial practices are communicated and accurately described to enable the WorkForce team to document the requirement(s). WorkForce will not be responsible for configuring undocumented requirements.
- Provide signoff of finalized Requirements Document deliverable

WorkForce Staffing Considerations

To support the Common Working Practice activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- An Implementation Consultant
- Lead Application Consultant

4.6 Requirements: CBA Analysis

Overview

WorkForce will review all CBAs with the identified County CBA SPOC and document the following unique working practices that will be supported in the EmpCenter implementation:

- Overtime
- Shift Premiums
- Accruals
- Other Incentive Pay
- Rounding/Gracing Definitions
- Holiday Rules

Cook County is responsible to make sure that any current undocumented or unofficial practices are fully documented within the supplemental documentation before this phase of the project begins. Based on County input all working practices within each individual CBA agreement will be implemented identically across all County Bureaus for that CBA.

Activities

The following activities will be performed by the WorkForce Project Team:

- Analyze all CBAs to document the working practices for each agreement
- Analyze all CBAs to determine the common working practices across the CBA agreements

- Document the relevant working practices for the County's union workforce.

Inputs

The following inputs are required for this phase to be successful:

- Electronic copies of all current CBAs
- Documentation of all required working requirements that are not included in the CBAs
- A list of Cook County staff who will serve as the Single Point of Contact (SPOC) for each CBA to work on site and remotely with the WorkForce analysis team. The SPOC should also be a Subject Matter Expert (SME)

Deliverables

The following deliverables will be provided as an outcome of this phase:

- A consolidated CBA Working Practices Document ("CBA WPD") consisting of all CBA working practices required to be configured in the EmpCenter implementation
- Update the Requirements Management Plan to include clarifications and additions to policies that will be configured by WorkForce, with each policy mapped to the employee groups that it applies to.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing electronic copies of all CBAs in place at the time of the project
- Subject Matter Expert (SME) and Single Point of Contact (SPOC) for each CBA empowered to drive decisions as well as to work collaboratively with the WorkForce analysis team
 - Cook County may elect to have more than one SME for each CBA. However, in order to streamline the process, WorkForce will work directly only with the CBA SPOC during this process
- WorkForce's Requirements Analysis process will provide a forum for identifying undocumented business practices/requirements. Cook County is responsible for ensuring that any current undocumented or unofficial practices are communicated and accurately described to enable the WorkForce team to document the requirement(s). WorkForce will not be responsible for configuring undocumented requirements.
- Provide signoff of finalized Requirements Document deliverable.

WorkForce Staffing Considerations

To support the CBA Analysis activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- A Lead Application Consultant

4.7 Pilot Implementation

4.7.1 PILOT FUNCTIONAL REQUIREMENTS (Pilot Groups TBD). WorkForce will carve out the requirements for the mutually agreed pilot groups from the enterprise requirements analysis process. In the interest of a "quick win" and to achieve early, positive project momentum, some non-essential EmpCenter features, identified in Section 2.2 of this SOW, will be deferred for the pilot group until the Enterprise rollout.

Activities

The following activities will be performed by the WorkForce Project Team:

- Identify the requirements that are specific to the Pilot Groups.
- Document what requirements will be deferred to the Enterprise Phase
- Prepare Pilot Functional Requirements Document.
- Prepare initial draft of Pilot test plan and test scenarios.

Inputs

The following inputs are required for this phase to be successful:

- CBA and Non-union requirements as defined and documented in Sections 4.4, 4.5, and 4.6 of this SOW.
- A list of Cook County staff who will serve as the Single Point of Contact (SPOC) for each Pilot group who will support the WorkForce analysis team. The SPOC should also be a Subject Matter Expert (SME)

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Functional Requirements Document for the Pilot Groups.
- Update the Requirements Management Plan to include clarifications and additions to policies that will be configured by WorkForce, with each policy mapped to the employee groups that it applies to.
- Initial draft of Pilot Test Plan

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing Subject Matter Experts (SME) and a Single Point of Contact (SPOC) for each pilot group empowered to drive decisions as well as to work collaboratively with the WorkForce analysis team
- Timely review, feedback and approval of the Deliverables.
- Signoff upon acceptance of the Pilot Functional Requirements.

WorkForce Staffing Considerations

To support the Pilot Functional Requirements activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- Implementation Consultant(s)
- A Lead Application Consultant

4.7.2 PILOT TEST PLAN – WorkForce will prepare the Pilot Test Plan containing the Use Cases and test scenarios that will be used to validate the Pilot system is configured correctly. This process will identify what needs to be tested for the pilot and how it will be tested. Test plan will cover unit testing and system (integrated) testing.

Activities

The following activities will be performed by the WorkForce Project Team:

- Preparation of a Test Plan that includes a comprehensive set of test scenarios and test scripts that will be used to validate the pilot solution is configured correctly.
- SME (SPOC) input, review and approval of the Pilot Test plan for their specific department.
- Review and approval of the consolidated Pilot Test Plan.

Inputs

The following inputs are required for this phase to be successful:

- Pilot Function Requirements Documentation
- A list of Cook County staff who will serve as the Single Point of Contact (SPOC) for each Pilot group who will support the WorkForce analysis team. The SPOC should also be a Subject Matter Expert (SME)

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Pilot Group Test Plan with test scenarios and test scripts mapped to each group.
- Update the Requirements Management Plan to include clarifications and additions to policies that will be configured by WorkForce, with each policy mapped to the employee groups that it applies to.
- Initial draft of Pilot Test Plan

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing Subject Matter Experts (SME) and a Single Point of Contact (SPOC) for each pilot group empowered to drive decisions as well as to work collaboratively with the WorkForce analysis team
- Timely review, feedback and approval of the Deliverables.
- Signoff upon acceptance of the Pilot Test Plan.

WorkForce Staffing Considerations

To support the Pilot Test Plan creation activities, WorkForce will assign:

- Project Management oversight
- Implementation Consultant(s)

4.7.3 FINALIZE PILOT REQUIREMENTS – It is expected that the review of the Pilot Test Plan will identify some oversights, inaccuracies and changes to the Pilot functional requirements document. This step is to provide a final review process to lock down the requirements for the Pilot groups.

Activities

The following activities will be performed by the WorkForce Project Team:

- WorkForce updates the Pilot Requirements Document and ensures the updates are also incorporated into the Enterprise Requirements Document.
- Review and approval of the Pilot Requirements Document.

Inputs

The following inputs are required for this phase to be successful:

- Pilot Function Requirements Documentation and Pilot Test Plan
- A list of Cook County staff who will serve as the Single Point of Contact (SPOC) for each Pilot group who will support the WorkForce analysis team. The SPOC should also be a Subject Matter Expert (SME)

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Update the Requirements Management Plan to include clarifications and additions to policies that will be configured by WorkForce, with each policy mapped to the employee groups that it applies to.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing Subject Matter Experts (SME) and a Single Point of Contact (SPOC) for each pilot group empowered to drive decisions as well as to work collaboratively with the WorkForce analysis team
- Timely review, feedback and approval of the Deliverables.
- Signoff upon acceptance of the Pilot Requirements Document.

WorkForce Staffing Considerations

To support the Pilot Test Plan creation activities, WorkForce will assign:

- Project Management oversight
- Implementation Consultant(s)

4.7.4 PILOT TECHNICAL DESIGN – This process is internal to WorkForce and includes the breakdown of the Pilot Function Design requirements into configuration design approach that will enable a coordinated and concurrent configuration effort using a team of WorkForce Software configuration consultants. This will also include an analysis of existing WorkForce configuration templates that can be leveraged for the County to save time.

4.7.5 CRITICAL SAMPLE DATA FILES FOR INTERFACE CONFIGURATION – To facilitate WorkForce's independent unit testing prior to delivery of the Pilot configuration for UAT, the County will need to provide an Employee Input file (in WorkForce specified format) to be used to populate test data. If the pilot groups include labor distribution (activity based costing), labor distribution input files in WorkForce specified format must also be provided by the County. For outbound interfaces (e.g., payroll file), WorkForce will provide sample output files that the County will need to validate for accuracy.

Activities

The following activities will be performed by the WorkForce Project Team:

- Validate sample Employee import file for data accuracy
- Validate additional import (inbound) files required

Inputs

The following inputs are required for this phase to be successful:

- Pilot Function Requirements Documentation
- Sample files in WorkForce specified format
- A list of Cook County staff who will serve as the Single Point of Contact (SPOC) for each Pilot group who will support the WorkForce team. The SPOC should also be a Subject Matter Expert (SME)

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Inbound test files
- Outbound test files

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing Subject Matter Experts (SME) and a Single Point of Contact (SPOC) for each pilot group empowered to drive decisions as well as to work collaboratively with the WorkForce analysis team
- Provide sample inbound files per the agreed specifications and to the mutually agreed time-line.
- Signoff upon acceptance of the deliverables.

WorkForce Staffing Considerations

To support the Pilot Test Plan creation activities, WorkForce will assign:

- Project Management oversight
- Implementation Consultant(s)
- Application Consultant(s)
- Technical Implementation Consultants

4.7.6 CONFIGURATION AND UNIT TEST OF PILOT SOLUTION – Upon completion and signoff of the Pilot Functional requirements, WorkForce will commence work on configuring and unit testing the Pilot solution. These activities are internal to WorkForce but will include periodic demonstrations of the user interface and interim configuration review sessions to review and monitor work in progress. Finally, WorkForce will use commercially reasonable efforts to execute the complete Pilot Test Plan in the WorkForce internal configuration environment.

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Configuration of the Pilot solution in WorkForce configuration environment
- Periodic progress review and solution demonstrations
- Execution of the Pilot Test Plan by WorkForce.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing Subject Matter Experts (SME) and a Single Point of Contact (SPOC) for each pilot group empowered to drive decisions as well as to work collaboratively with the WorkForce team

WorkForce Staffing Considerations

To support the Pilot Test Plan creation activities, WorkForce will assign:

- Project Management oversight
- Implementation Consultant(s)
- Application Consultant(s)
- Technical Implementation Consultants
- Testing specialists

4.7.7 UAT FOR PILOT GROUPS – WorkForce will deliver the configured Pilot solution to the County's Test environment on the WorkForce SaaS platform. WorkForce will provide Training on Testing methodologies (EC21) and basic product capabilities (TM01, TM02, TM03) to help prepare the County's testing resources.

Activities

The following activities will be performed by the WorkForce Project Team:

- Deliver the configured Pilot solution to the County's Test environment
- Provide training and guidance to assist County with UAT
- Document open issues and track for timely resolution

Inputs

The following inputs are required for this phase to be successful:

- WorkForce Unit Test results for Pilot Configuration
- Documentation of known, open issues.
- A list of Cook County staff who will serve as the Single Point of Contact (SPOC) for each Pilot group who will support the WorkForce team. The SPOC should also be a Subject Matter Expert (SME)

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Setup and delivery of Pilot Configuration to County's Test environment
- Delivery of EC21 (Testing Kickoff), TM01 (T&A End User Training), TM02 (T&A Managerial Training), and TM03 (T&A Administrative functions training).
- Tracking of test results and rapid resolution to defects as identified.
- System (integrated) test of configured solution
- Parallel test of configured solution
- Finalize user training curriculum

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Providing Subject Matter Experts (SME) and a Single Point of Contact (SPOC) for each pilot group empowered to drive decisions as well as to work collaboratively with the WorkForce team
- Ensure the designed SME's who will test the Pilot configuration attend the Testing and product overview courses (see Section 4.7.7).
- Providing competent SME resources that will test the configured solution (per the documented test plan) and validate the system is functioning as documented.
- Signoff upon completion of System Testing
- Signoff upon completion of Parallel Testing indicating readiness to go live.

WorkForce Staffing Considerations

To support the Pilot Test Plan creation activities, WorkForce will assign:

- Project Management oversight
- Implementation Consultant(s)
- Application Consultant(s)
- Technical Implementation Consultants
- Testing specialists

4.7.8 END USER TRAINING – WorkForce will (with guidance from the County's core project team), finalize the training curriculum for end users and managerial/time approver users. WorkForce will also deliver "Train-the-Trainer" training (TM01 & TM02) for County's Pilot Group training team. The County's training team will then be responsible for delivering end-user and managerial training to the Pilot Group employees per the mutually agreed training schedule.

Activities

The following activities will be performed by the WorkForce Project Team:

- Finalize the End User and Manager Training Curriculum and ensuring Change Management considerations are also incorporated into the curriculum.
- Train-the-Trainer training delivered to the County's Pilot Group trainers
- End User and Managerial Training delivered to the Pilot Group

Inputs

The following inputs are required for this phase to be successful:

- Training curriculum
- Validated Pilot Configuration
- A list of Cook County staff who will serve as the Single Point of Contact (SPOC) for each Pilot group who will support the WorkForce team. The SPOC should also be a Subject Matter Expert (SME)

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Finalize Training curriculum for end user and managerial training.
- Delivery of TM01 (T&A End User Training), TM02 (T&A Managerial Training) for Pilot Group Trainers
- County delivers training to Pilot group.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Provided qualified SME's who can competently deliver user training
- Deliver user training to the mutually agreed schedule

WorkForce Staffing Considerations

To support the Pilot Test Plan creation activities, WorkForce will assign:

- Project Management oversight
- Implementation Consultant(s)
- Change Management Consultant

4.7.9 PILOT ROLLOUT – The pilot rollout process is assumed to cover two calendar months (4 pay periods) to ensure the system is stabilized and in a steady state while the implementation team works on completion of the enterprise configuration. The project plan assumes a shot-gun start for the pilot group, but a phased rollout is another option. WorkForce plans to have a strong on-site presence during the first pilot rollout including the first payroll processing cycle. If this will be a phased pilot rollout, WorkForce will not be expected to maintain the same level of on-site presence for subsequent rollouts.

Activities

The following activities will be performed by the WorkForce Project Team:

- Production environment setup and Pilot Configuration deployed into Production.
- User Training delivered
- County sets up "war room" to rapidly respond and resolve reported issues

Deliverables

The following deliverables will be provided as an outcome of this phase:

- County Pilot Groups using the EmpCenter in production as their system of record
- Successful payroll process cycle
- Document lessons learned

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Complete user training for Pilot group
- Set up support process ("war room") to rapidly address user questions and open issues.

WorkForce Staffing Considerations

To support the Pilot Go-Live activities, WorkForce will assign:

- Project Management oversight
- Implementation Consultant(s)
- Application Consultant(s)
- Technical Implementation Consultant(s)
- Change Management Consultant

4.8 Requirements: Final Requirements Review, Signoff, and Design

Overview

Once all working practices for the enterprise have been documented along with refinements of requirements and lessons learned from the pilot process have been documented, WorkForce will work with the identified SPOCs to approve the working practices to be configured in EmpCenter for each logical grouping of employees. The final working practices will be in the format of WorkForce's standard Requirements Definition (RD) document, which is the standard documentation used by WorkForce consultants to configure the system.

Activities

The following activities will be performed by the WorkForce Project Team during this phase. For each CBA

- A WorkForce consultant will work with the CBA SPOC to review the rules relevant for that CBA. The rules will be presented in WorkForce's RD format.
- The SPOC will review, update (if needed) and approve the work rules and return the completed document to WorkForce.
- A WorkForce consultant will conduct a meeting with the CBA SPOC as necessary to finalize the documentation and gain approval. The CBA SPOC will be required to formally sign off on the RD.

Inputs

The following inputs are required for this phase to be successful:

- The completed CBA WPD document consisting of all working practices for each CBA

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Final County approved Requirements Document (RD) inclusive of required CBA working practices

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Single Point of Contact (SPOC) and optionally, Subject Matter Experts (SME) for each CBA to work with the WorkForce analysis team
- The SPOC will be the only communication channel between WorkForce and the other SMEs

WorkForce Staffing Considerations

To support the Final CBA Requirements Review and Signoff activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- A Lead Application Consultant

4.9 Enterprise Solution Design

Overview

Prepare the Enterprise Solution Design for the EmpCenter Solution based on the Business Requirements Data Gathering exercises,

Activities

WorkForce shall utilize a structured approach to ensure the EmpCenter Solution design factors in all dependencies and interdependencies for all cross-functional information and workflows between and among application components. WorkForce will identify and document information flows and data flows data mapping for inbound and outbound interfaces.

WorkForce will develop detailed design documentation for each module of the EmpCenter Solution using the finalized Requirements Management Plan and traceability documents. During Solution Design, the following activities will be accomplished:

- Present and discuss design considerations relating to the proposed solutions identified to close the gaps in the EmpCenter Solution;
- Identify and document each information flow and the dependencies and interdependencies to integrate such flows between and among all Solution Modules;
- Conduct iterative design reviews to confirm the design is integrated between and among all Solution Modules;
- To the extent agreed to by County, resolve any policy issues and business process changes to accommodate the EmpCenter Solution;
- Develop the Solution Design utilizing the Requirements Management Plan collateral and Base product capabilities to include detailed functional descriptions, process flows, and validation criteria for all Interfaces reports, and County enterprise data integration as it relates to the EmpCenter Solution;
- Review and approve the Solution Design Documentation;
- Identify and document policy and/or business process change documentation, as needed;
- Update the Business Requirements Plan to include, updates and clarifications as a result of the Solution Design Review process.

Inputs

The following inputs are required for this phase to be successful:

- The completed Business Requirements Plan for all impacted departments within the County
- Interface and Integration Requirements
- Reporting Requirements
- Known Fit / Gap challenges
- Defined process standards and best practices to incorporate into EmpCenter

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Completed Solution Design Document (SDD)
- Iterative reviews of the SDD
- Signoff of SDD by County and Workforce

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Assignment and involvement of appropriate expertise and authority to review and signoff on the SDD
- Rapid response to questions, process issues, policy decisions and other business issues that must be addressed to complete the SDD.

WorkForce Staffing Considerations

To support the SDD activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- Implementation Consultant
- Additional functional SME's as required.
- A Lead Application Consultant
- A Lead Technical Interface and Integration Consultant\
- A Lead Report Writing Consultant
- Technical Writers
- Others as required.

4.10 Requirements: Enterprise UAT Script Development

Overview

WorkForce consultants will develop the test scripts necessary to test the application. This effort will also include assistance from the specified Bureau or CBA SPOCs responsible. From the test scripts:

- WorkForce consultants will perform initial Quality Assurance Testing
- County resources will perform the application testing and sign off as part of the User Acceptance Testing

Activities

The following activities will be performed by the WorkForce Project Team during this phase:

Using the working practices documented in the approved RD and CBA WPD, WorkForce consultants will develop the draft test scripts to be used in testing the application

WorkForce will then meet with the CBA SPOCs to review, modify (if necessary), and signoff the test scripts

Inputs

The following inputs are required for this phase to be successful:

- Documentation of the CBA working practices performed in the CBA Analysis section
- Functional Requirements Documentation

Deliverables

The following deliverables will be provided as an outcome of this phase:

- County approved UAT test scripts
- Traceability of Test Scripts to Functional Requirements

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Assign non-union and CBA SPOCs who will work with the WorkForce consultants to review and approve the UAT test scripts
- Identify missing, inaccurate, or incomplete test scenarios within 5 business days of official turnover to the County to review.

WorkForce Staffing Considerations

To support the UAT Script Development activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- An Implementation Consultant
- Additional Implementation/testing SME's as required.
- A Lead Application Consultant

4.11 Enterprise System Configuration and Implementation

Overview

The System Configuration and Implementation phase is intended to establish a working system based upon the approved enterprise requirements including the requirements already configured for the Pilot. Once configuration is complete, WorkForce will perform QA testing consisting of unit and system testing prior to completion of this phase.

Activities

The following activities will be performed by the WorkForce Project Team during this phase:

- Configure the system to support the approved working practices as defined in the RD
- Perform Unit and System testing on the completed configuration
- Establish 4 separate EmpCenter instances to be used for test, training, development and production activities

Inputs

The following inputs are required for this phase to begin:

- Actual data to be used by the WorkForce Team during configuration and testing activities during this phase
- Approved Requirements Document (RD)
- Approved DCT Deployment Plan

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Configured and tested configuration ready for User Acceptance Testing

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- County identifies dedicated test team participants in anticipation of UAT

WorkForce Staffing Considerations

To support the System Configuration and Implementation activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- A Lead Application Consultant
- Application Consultants
- Technical Implementation Consultants for Interfaces and Custom Reports
- DCT Deployment Team
- Unit Testing Subject Matter Experts

4.12 Quality Assurance

Overview

The Quality Assurance phase is intended to establish acceptance of the working configuration and confirm that the configuration matches the RD specification and prepare the system for final deployment. Testing in this phase verifies policies, rules, notifications, reports, exceptions, imports, and exports function accurately.

Activities

The following activities will be performed by the WorkForce Project Team and the County during this phase:

- WorkForce will provide training to the County Test team for the purpose of supporting UAT activities
- County executes UAT Test Plan with assistance from the WorkForce Testing Lead
- County provides dedicated test team to conduct the tests, analyze the results, and validate functionality
- County will conduct UAT testing in accordance with the approved test plan

- County will document all issues in accordance with the test plan and provide documented defects for resolution by WorkForce
- WorkForce will provide support and resolve defects with testing activities and document issues raised during the testing cycles
- WorkForce will summarize the list of issues, prioritize according to severity, and prepare a resolution plan where appropriate to resolve any defects reported

Inputs

The following inputs are required for this phase to be successful:

- WorkForce developed and tested configuration
- UAT test plan and test cases
- County identified test team
- County provided test data
- Access to County test systems (including associated test data) and knowledgeable personnel for the purpose of testing required interfaces
- Classroom for training activities with system access and appropriate work-space

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Configured and validated EmpCenter system per the UAT Test plan ready for deployment
- County signoff and acceptance of the configuration

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Provide appropriate facilities for testing activities with system access and appropriate work-space
- Signoff/acceptance that the completed and tested configuration meets the RD
- Availability of the County test team necessary to complete the UAT test plan
- Execution of UAT tests in accordance with the test plan
- Documented results of UAT testing activities

WorkForce Staffing Considerations

To support the Quality Assurance activities, WorkForce will assign:

- Project Management oversight
- A Lead Implementation Consultant
- A Lead Application Consultant
- Lead Application Consultants
- Application Consultants
- Technical Implementation Consultants for Interfaces and Custom Reports
- Testing Subject Matter Experts

4.13 Deployment Training

Overview

This phase encompasses the required activities to drive deployment of the configured system across all County Bureaus including training and associated change management activities. WorkForce and the County will work together to outline a training plan that enables rapid deployment of the Enterprise EmpCenter solution to all County employees over 7 months.

Activities

The following activities will be performed by the WorkForce Project Team and the County during this phase:

- WorkForce will develop the training plan (consistent with training budget detailed in section 11.3 of this SOW) and required materials needed to support the deployment including conducting a series of Train-The-Trainer sessions for the set of identified County Bureau trainers.
- WorkForce will work with the County Project Team to assist in the execution of the Change Management plan. The execution of the plan is the responsibility of the County; WorkForce will assign 1 Change Management resource to provide guidance and support.
- WorkForce and the County will work together to execute the Deployment Plan developed earlier in the project resulting in a Bureau by Bureau deployment of the configured EmpCenter implementation. A total of 6 or fewer deployments are planned. Additional deployment waves will be considered a scope change.

Inputs

The following inputs are required for this phase to be successful:

- County approved configuration of the EmpCenter implementation
- Completed Deployment Plan
- Change Management Plan

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Completed Training Plan including all required training sessions
- Execution of the Change Management Plan by the County
- County delivers timely user training for each of the six enterprise deployment waves.

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Execution of the Change Management Plan
- Participation and training for all Trainers as well as County employees
- Delivery of training classes to impacted employees in each of the six rollout waves.
- IT Resources for data migration and imports from County IT systems
 - This includes County designated JDE resource to plan the work and steps needed to migrate employees over to EmpCenter. The migration process is shall be designed as to not to affect other employee groups in the County who are not part of the deployment.
- Functional SMEs for each Bureau to support the training and future rollout

WorkForce Staffing Considerations

To support the CBA Analysis activities, WorkForce will assign:

- Project Management oversight
- Lead Implementation Consultant / Trainer
- Implementation Consultant / Trainer
- Change Management Consultant

4.14 Enterprise Deployment

Overview

WorkForce and the County will benefit from the experience and lessons learned with the Pilot Group Rollout. The Enterprise Rollout will consist of 6 waves of rollout groups. Additional deployment waves will be considered a scope change. It is required that the first Enterprise rollout group includes the Pilot groups already using EmpCenter in order to reduce complexity and regression testing efforts. The training impact on the Pilot group already in production is expected to be fairly insignificant.

The first Enterprise rollout will include a two month (4 pay period) stability period to enable adequate time to ensure the system is fully stabilized before commencing the rapid deployment of the remainder of the enterprise. The plan assumes each subsequent rollout (2-6) will be take one month (2 pay periods) to successfully complete.

Activities

The following activities will be performed by the WorkForce Project Team and the County during this phase:

- Product environment will be enabled for the enterprise rollout.
- Impact analysis on Pilot users quantified and addressed for Rollout 1.
- System is enabled for users in each Rollout group as they go live.
- County implements internal Help Desk (War Room) to provide responsive support to new users and rapid issue resolution.
- WorkForce and the County will work together to execute the Deployment Plan developed earlier in the project.

Inputs

The following inputs are required for this phase to be successful:

- County approved configuration of the EmpCenter implementation
- Completed Deployment Plan
- Change Management Plan
- User Training Schedule

Deliverables

The following deliverables will be provided as an outcome of this phase:

- Rollout Groups start using EmpCenter as their exclusive system of record in the production environment
- Open issues are documented, tracked and addressed.
- County implements internal help Desk

Customer Responsibilities

In order for these activities to be successful, the County is responsible for the following:

- Execution of the Change Management Plan
- Participation and training for all Trainers as well as County employees
- Delivery of training classes to impacted employees in each of the six rollout waves.
- IT Resources for data migration and imports from County IT systems
 - This includes County designated JDE resource to plan the work and steps needed to migrate employees into EmpCenter. The migration process shall be designed as to not to affect other employee groups in the County who are not part of the deployment.
- Functional SMEs for each Bureau to support the training and future rollout

WorkForce Staffing Considerations

To support the CBA Analysis activities, WorkForce will assign:

- Project Management oversight
- Lead Implementation Consultant / Trainer
- Implementation Consultant / Trainer
- Change Management Consultant

4.15 Support and Maintenance – Implementation and Complete Go-Live Support

Overview

Following successful deployment to the end-users during each defined phase, a Project Wrap-Up meeting will be held to transition the group or groups that just went live from the Deployment Phase to the Support and Maintenance phase. The WorkForce Software Support Team will provide ongoing maintenance and support services to the County for these groups. These services include Internet based, email and telephone support as described in the Support Plans attached to the EmpCenter Delivered Agreement.

Inputs

- Configuration for the specified groups within a Deployment phase has passed System Test and been signed off by customer
- Customer staff in the respective group/groups are trained to operate and maintain the WorkForce Software application

Key Tasks

- Configuration for the specified groups within a Deployment phase has been integrated into the production environment and all critical deficiencies have been resolved
- Customer application support team are trained in support and maintenance procedures
- Conduct Project/Phase Wrap Up meeting with Customer and WorkForce Software project team

Stage Outputs

- A Customer Support Binder

Stage Exit Criteria

- Application Maintenance and Support team takes over support of the production configuration for the specified groups within the Deployment phase

4.16 Close Out

Once all County employees are live on EmpCenter, Project Close Out documentation will be delivered which includes the following:

- A comprehensive User Manual describing in detail the steps required to complete all user functions and processes.
- A comprehensive administrator manual including:
 - Business process document
 - Configuration Manual with system and user configuration settings
 - Functional and Technical requirements documents for all custom developed objects
 - A complete description of all software interfaces and APIs
 - A complete description and format of any external data (e.g. extracts, log files, etc.)
 - Database schema and database dictionary
 - Training material

A copy of each of the above-referenced documents shall be provided in HTML or PDF format on CD or DVD. All documentation shall be produced in a clear and legible manner for easy reproduction.

4.17 List of Documents Delivered

Project Documentation

As described in the Approach section of this SOW, the following documentation and collateral will be produced as part of this project:

- Kick-off Meeting Presentation
- Organizational Readiness Plan
- Communication Plan
- Functional Site Questionnaires
- Functional Site Surveys
- Technical Site Surveys
- DCT Deployment Plan
- Detailed Requirements Management Plan
- Detailed Requirements Document
- County System Architecture Document
- Data Flow Diagram
- CBA Working Practices Document
- County approved UAT test scripts
- Training Plan
- Customer Support binder
- Close Out Document - Comprehensive User Manual
- Close Out Document - Comprehensive Administrator Manual

Training Documentation and Guides

The following user training documentation and guides will be provided:

- Training manuals that accompany each training course (e.g. end user guide that will teach employees how to use our system to record time and attendance information and managers to use our system to manage the time and attendance information of their employees).
- Report Training, which introduces users to the reporting tool embedded in the application. This basic understanding will allow you to create simple reports. Training will provide you with a fundamental knowledge of our tables and table structure. You will learn about the core tables used for developing the queries necessary in the reporting tool.
- End User Quick Reference Guides for a variety of tasks.

Core System Documentation

EmpCenter product documentation that will be delivered to the County includes the following items. These are core product manuals that will not be customized for this implementation:

- Online help materials are deployed with the software and are also distributed in PDF format.
- Installation and Administration Guide provides the technical details necessary for the successful installation or upgrade of the EmpCenter application. It is intended for System Administrators and other IT personnel familiar with the company computer operating system, comfortable navigating directory structures, and accustomed to using the command line.
- Policy Configuration Guide provides program specifics from overall structure to detailed descriptions of the system policies.
- Administrative Module Help provides explanations of the Administrative Module menus and menu options. This help also covers the components of the toolbar in the Policy Editor and the process of Policy Migration, and discusses some common tasks that are completed with the Administrative Module.
- Data Dictionary, which provides full information on the database schema.
- Release Notes contains fixes, changes, enhancements, and other information pertaining to updated items in the EmpCenter system. The items are grouped together in the following categories: Upgrade Considerations, Application Notes, and System Administration Notes
- Historic Release Notes contains fixes, changes, enhancements, upgrade considerations, and other information pertaining to updated items in previous releases of the EmpCenter system.

WorkForce will deliver the Project, Training, and Core System documentation in soft copy (electronic) format. The County will be responsible for printing and binding any hard copy materials that will be distributed to County employees.

4.18 Proprietary and Confidential Deliverables

The County shall have no restrictions on the sharing of any deliverables provided by WorkForce among County employees for internal use. Outside the County, the following documents can be shared as follows:

Documents / Deliverables that can be shared outside the County	
1.)	This SOW
2.)	Completed Functional and Technical Site Surveys
3.)	County System Architecture Document

4.) Data Flow Diagram
5.) Requirements Management Plan
6.) Functional Site Questionnaires
7.) Functional Site Surveys
8.) Technical Site Surveys
9.) County System Architecture Document
10.) Data Flow Diagram
11.) Customer Support Binder
12.) Kick-off Meeting Presentation
13.) Organizational Readiness Plan
14.) Communication Plan
15.) DCT Deployment Plan
16.) CBA Working Practices Document
17.) County Approved UAT Test Scripts
18.) Training Plan
19.) Business Process Document
20.) End User Quick Reference Guides
21.) Custom Training Material
22.) Detailed Requirements Document (RD)
23.) Requirements Document for Pilot Groups
24.) Functional and Technical Requirements Documents for all Custom Developed Objects
Documents / Deliverables that are Proprietary and Confidential in their entirety and cannot be shared outside the County
25.) WorkForce Configuration Manual
26.) WorkForce Complete Description of all Software Interfaces and APIs
27.) WorkForce Comprehensive User Manual
28.) WorkForce Training Manuals
29.) WorkForce Online Help Materials
30.) WorkForce Installation and Administration Guide
31.) WorkForce Policy Configuration Guide

32.) WorkForce Database Schema and Database Dictionary
33.) WorkForce Administrative Module Help
34.) WorkForce Data Dictionary
35.) WorkForce User Manual
36.) WorkForce Release Notes
37.) WorkForce - A Complete Description and Format of any External Data
38.) WorkForce Hosting Infrastructure

WorkForce may provide additional EmpCenter system documentation during the implementation that is not included in the list above that contains proprietary and confidential information. If so, WorkForce will clearly label the additional documentation accordingly.

WorkForce may also provide material (screenshots, etc.) *within* documentation not considered EmpCenter system documentation during the implementation that is proprietary and confidential. All such material will be provided as supplemental material outside of the core document.

5 Project Management Lifecycle Process

5.1 WorkForce Software's Project Delivery Methodology

WorkForce utilizes a project management methodology based upon the standards of the Project Management Institute (PMI). PMI is a global organization that serves practitioners and organizations with standards that describe good practices, globally recognized credentials that certify project management expertise, and resources for professional development, networking and community. Our project delivery methodology is known as PACE, which stands for Plan, Administer, Control, and Exit.

Plan

This process is focused on initiating the project, identifying stakeholders, confirming the scope, creating the project plan, setting change control processes, and conducting project kickoff.

Key Activities of this process include:

- Confirm project scope and approach
- Identify and procure required resources/ tools for implementation project team
- Establish project standards and operating procedures

Deliverables include:

- Project kickoff and on-boarding materials
- Templates for project deliverables and management tools such as status reports, issue tracking, change control, etc.
- Initial baselined project plan and schedule

Administer

This process is focused on keeping the project schedule updated, assigning and leading project resources, managing communication, monitoring quality assurance, and managing issues.

Key Activities of this process include:

- Assign and lead project resources
- Update project plan and schedule, as required
- Manage Issues
- Manage Communications

Deliverables typically include:

- Updated project plan and schedule
- Project log documenting issues, action items, risks, and key decisions

Control

This process is focused on managing scope and schedule, managing change control, controlling risks and budget, tracking issues, distributing status reports, measuring performance and updating the project plan.

Key Activities of this process include:

- Controlling project scope
- Controlling project schedule
- Managing Project Change Control activities

- Controlling risks
- Tracking issues
- Distribution of project status reports
- Performing quality control
- Measuring performance of implementation team
- Obtain sign-off and acceptance of deliverables at each phase of the methodology as specified in Appendix A

Deliverables typically include:

- Updated project plan and schedule
- Project performance reports
- Status reports
- Updated project log documenting issues, action items, risks, and key decisions

Exit

This process is focused on obtaining sign-offs, performing lessons learned/post mortem analysis, completing transition to support, archiving the project collateral, and closing the phase and/or project.

Key Activities of this process include:

- Obtain sign-off and acceptance of deliverables
- Perform lessons learned analysis
- Complete phase transition
- Archive project collateral

Deliverables typically include:

- Completed deliverable acceptance forms
- Lessons Learned document
- Updated project repository

5.2 Project Oversight

- **Implementation Project Management** - The WorkForce Project Manager will be responsible for maintaining the overall project plan. The County Project Manager will be responsible for managing to the plan, assuring adherence to deliverables, communications, and the project timeline for activities assigned to The County resources. Additionally, the County's Project Manager is responsible for providing weekly project plan updates for tasks assigned to County workers including updates to target completion dates and estimates to complete assigned tasks. The WorkForce Project Manager will publish weekly project status reports, maintain the official open issues log, facilitate project status update meetings, highlight and escalate unassigned or late tasks, and document project risks.
- **Project Steering Committee** – The project oversight process for this engagement will include a Project Steering Committee that meets at least bi-monthly. The Project Steering Committee will be defined at or before commencement of this engagement. The Project Steering Committee will include the key executive sponsor(s) from the County and Workforce, both project managers, and key constituents from the County that are empowered to make decisions. Project Steering Committee meetings will occur on premise at the County.
- **Escalation** - The County and WorkForce agree that any project related escalation, will be submitted in writing to the project managers from the County or WorkForce. If required, the

Project Managers will escalate to the project sponsors for the County and WorkForce. The County agrees to review and respond to Scope Changes, Escalated Issues and other official project escalations within 5-10 business days. The investigation and implementation of changes may result in modifications to the Estimated Schedule, Fees, or other terms of this Project Guidelines.

- **Milestone Signoffs** - WorkForce and the County will define and agree to specific deliverables as Milestone acceptance criteria. It is assumed the County will be actively engaged in activities, testing, and/or documentation reviews required to complete a milestone deliverable. As such, the County agrees to review and approve/reject a Milestone Completion request within a good faith target of ten (10) business days. The County will not unreasonably without approval of milestones.
- **Project Timeline and Resource Expectations** - The project budget for the implementation of EmpCenter system is based on the time line and implementation assumptions in this SOW. Should the project timeline be extended for reasons outside the control of WorkForce or if the County is unable to meet their expectations for resource commitments and/or deliverables per the mutually agreed project plan and/or the terms of this SOW, the issue will be escalated through the project governance process and will be the basis for a change order.

6 Technical Environment

6.1 Technical Environment

The technical environment required to deliver this project is defined in the table below:

Technical Environment	
Description	Responsibility
A minimum of four technical environments (Test, Training, Dev and Production) will be required to support the implementation plan described within this SOW. These environments will meet the minimum recommended software, platform, and hardware requirements as described within the WorkForce Software EmpCenter Installation Guide.	WorkForce will be responsible for the procurement, installation, setup, and tuning of all EmpCenter environments. The County is responsible all County IT systems that will interface with the EmpCenter environments.

Changes to this approach may impact project cost and/or schedule and will be addressed through the WorkForce Project Change Management Process defined in Appendix B.

6.2 Data Collection Terminals

The County shall be responsible for assisting in data collection terminal site surveys in the following manner:

- Provide a County resource to coordinate, schedule and participate in all site survey facility visits
- At each site, provide a site contact who is authorized and available to participate in each of the site walk through to confirm the location of each communication closet
- Instruct WorkForce as to the actual router port where the device will connect
- Troubleshoot any connectivity issues between the communications closet at the remote location and the central server
- Provide physical building access and any necessary clearance or visitor escorting to WorkForce personnel during normal business hours (7:30am – 4:30pm)
- The County will be required to sign off on the installation of DCT for each site on the day of installation. We will utilize the Acceptance Management Process (defined in Appendix A) to govern the signoff.

See pricing section for details on the costs and quantity of data collection terminals included as a part of this project.

7 Timeline and Milestones

The timeline and fees herein assume that the Pilot Group will be fully deployed within 11 months from project launch and that all Agencies within the County will be deployed within 26 months which begins at the project kick-off. At the end of the 26 month timeline, the County will have deployed all Agencies to EmpCenter in a Production environment. Any changes to this timeline or expansion of this project will result in a Project Change Order to address additional costs required to complete the project.

Scheduling of WorkForce consultants and project start will be mutually agreed upon by WorkForce's Professional Services Management and the County after execution of this SOW, based on consultant availability at that time. Once executed, project start is scheduled based upon agreed dates and times and is usually a minimum of 30 days from SOW signature.

7.1 Key Project Milestones and Time Line

The draft project plan includes 54 key Milestone activities. The draft project plan (Appendix E) contains more detail on each Milestone:

Milestone #	Milestone Activity	Target Completion Date (Weeks from Project Launch)
1	CONTRACT EXECUTION	-12 Weeks
2	PROJECT KICKOFF	End of Week 1
3	CHANGE MANAGEMENT CONSULTING	End of Week 4
4	DETAILED MATRIX OF COOK COUNTY CBA'S	End of Week 1
5	FUNCTIONAL SITE SURVEYS	End of Week 22
6	PROCURE TIME CLOCKS (DCT's)	TBD
7	TECHNICAL SITE SURVEYS	End of Week 32
8	DCT IMPLEMENTATION ESTIMATE	End of Week 33
9	COUNTY PROCURES REQUISITE NETWORK HARDWARE TO SUPPORT CLOCKS	TBD
10	DCT IMPLEMENTATIONS	Ongoing, TBD
11	BASE REQUIREMENTS (UI, PAY PERIODS, LABOR DIST., INTERFACES, SECURITY, FLSA)	End of Week 6
12	NON-UNION WORKING PRACTICES (O.T., Premiums, Incentive Pay, Accruals, Rounding, Grace, Holidays, etc.).	End of Week 12
13	CBA ANALYSIS & WORKING PRACTICES (O.T., Premiums, Incentive Pay, Accruals, Rounding, Grace, Holidays, etc.).	End of Week 20

Milestone #	Milestone Activity	Target Completion Date (Weeks from Project Launch)
14	PILOT FUNCTIONAL REQUIREMENTS	End of Week 17
15	PILOT TEST PLAN	End of Week 19
16	PILOT CONFIGURATION REQUIREMENTS FINALIZED	End of Week 20
17	RE-VALIDATE/RE-BASELINE PROJECT WORK PLAN	End of Week 21
18	INTERFACES AND INTEGRATION DATA FILES FOR PILOT	End of Week 23
19	PRODUCT CONFIGURATION - PILOT	End of Week 24
20	SAAS ENVIRONMENT SETUP	End of Week 22
21	WFS TESTING - PILOT CONFIGURATION	End of Week 27
22	TEST INSTALLATION PILOT CONFIGURATION	End of Week 27
23	TRAINING - CORE TEAM & PILOT GROUP	End of Week 29
24	PILOT UAT - CC-Project Milestone- Application Testing Complete	End of Week 35
25	PILOT UAT - CC-Project Milestone: Software Acceptance	End of Week 40
26	DOCUMENT LESSONS LEARNED	End of Week 42
27	PREPARE USER TRAINING CURRICULUM	End of Week 31
28	PILOT END USER TRAINING	End of Week 43
29	PRODUCTION ENVIRONMENT CONFIGURATION	End of Week 40
30	PRODUCTION ENVIRONMENT DEPLOYMENT	End of Week 41
31	PILOT DEPLOYMENT	End of Week 51
32	ENTERPRISE, CONSOLIDATED FUNCTIONAL REQUIREMENTS	End of Week 23
33	ENTERPRISE SOLUTION DESIGN	End of Week 30
34	ENTERPRISE TEST PLAN	End of Week 31
35	FINAL ENTERPRISE DESIGN REVIEW (PREQUISITE TO START ENTERPRISE CONFIGURATION)	End of Week 32
36	ENTERPRISE CONFIGURATION	End of Week 47
37	WFS UNIT TEST OF ENTERPRISE CONFIGURATION	End of Week 56

Milestone #	Milestone Activity	Target Completion Date (Weeks from Project Launch)
38	DEMONSTRATION OF CONFIGURED ENTERPRISE SYSTEM	End of Week 57
39	TEST INSTALLATION	End of Week 56
40	UAT - APPLICATION TESTING ENTERPRISE & PARALLEL	End of Week 69
41	PRODUCTION ENVIRONMENT DEPLOYMENT	End of Week 70
42	DOCUMENT LESSONS LEARNED	End of Week 70
43	TRAIN-THE-TRAINER - DEPLOYMENT 1 USER TRAINING ROLLOUT GROUP 1 AND PILOT GROUP	End of Week 71
44	TRAIN-THE-TRAINER - DEPLOYMENT 2 USER TRAINING	End of Week 79
45	TRAIN-THE-TRAINER - DEPLOYMENT 3 USER TRAINING	End of Week 83
46	TRAIN-THE-TRAINER - DEPLOYMENT 4 USER TRAINING	End of Week 88
47	TRAIN-THE-TRAINER - DEPLOYMENT 5 USER TRAINING	End of Week 92
48	ROLLOUT GROUP 1 AND PILOT GROUP	End of Week 80
49	ROLLOUT GROUP 2	End of Week 88
50	ROLLOUT GROUP 3	End of Week 93
51	ROLLOUT GROUP 4	End of Week 97
52	ROLLOUT GROUP 5	End of Week 101
53	PHASE 1 - PROJECT CLOSEOUT - TRANSITION TO SUPPORT	End of Week 102
54	PHASE 2 - TRAINING	End of Week 106

All milestone timing is in relation to Project Kickoff Date.

Any changes to this timeline or expansion of this project will result in a Project Change Order to address additional costs required to complete the project.

Scheduling of WorkForce consultants and project start will be determined by WorkForce's Professional Services Management after execution of this SOW, based on consultant availability at that time. The anticipated start date for this project is April 1. Should the project launch be deferred, WorkForce will require at least 30 days advanced notice.

7.2 Deliverable Acceptance

The Acceptance Management Process defined in Appendix A will be used to manage the acceptance of each Deliverable identified in this SOW.

Discrepancies that the County encounters during testing or with the deliverables shall be promptly reported to WorkForce and include the following information, if applicable:

- Detailed description of the problem
- Steps to reproduce the problem
- Screen capture of the problem, if possible
- Other information to help WorkForce troubleshoot the problem

WorkForce shall then correct any faulty Deliverables and resubmit them to the County for Acceptance, with the process repeating as necessary.

8 Risks

A key project management responsibility for both the WorkForce and County PM's will be to identify and document potential project risks, quantify the impact of each potential risk and prepare risk mitigation plans where appropriate.

9 Key Assumptions

The following additional assumptions were used in developing the timelines and fees herein. If these assumptions do not hold true across the entire project a change in project scope, timing, and costs will be required and will be managed through the Project Change Management Process defined in Appendix B.

1. Requirements documents and other written deliverables are based on WorkForce's templates and standards and will not be materially different or more detailed than these.
2. The County will deploy adequate staff to perform and complete their assigned activities within the timeframes specified in the project plan, including, but not limited to signing off on requirements, providing accurate test files, preparing a UAT Test Plan, performing user acceptance testing, and deploying EmpCenter to its staff.
3. The implementation timeline spans twenty-four (24) contiguous months as shown in the Section 7.1 Key Project Milestones and Time Line. The project time line and milestones are documented in this SOW. Both WorkForce and the County acknowledges that the project plan and time line are realistic given the current information available. Extensions of the project timeline due to reasons outside the control of WorkForce will be addressed using the Project Change Order process. WorkForce reserves the right to redeploy resources assigned to this engagement, should the County cause delays or suspend the project for reasons outside the control of WorkForce.
4. The County is responsible for identifying a Project Manager responsible for coordinating customer activities and resources as required to deliver this project. In addition, a weekly status meeting will be held with the County Project Manager to review issues, risks, and overall status of the project. From time to time, actions will be required of the County Project Manager to ensure the project remains on time and on budget.
5. During the implementation process, the County will be tasked with interpreting and clarifying policies, CBA's, workflows and other critical business decisions (e.g., selecting best practices, standardization of pay policies and workflows, etc.). If a project milestone is delayed primarily due to incomplete or pending information and/or decisions that are the responsibility of the County, the issue will be escalated per the agreed governance process and will be considered a scope change.
6. The County will designate a primary Subject Matter Expert for each department and/or agency (departmental SME) that will be the liaison with the WorkForce team. It will be the Departmental SME's responsibility to provide and clarify the necessary information requested by the WorkForce team to document requirements, define acceptance criteria, and configure the EmpCenter software for the Departmental SME's specific department(s). WorkForce will provide guidance and recommendations to assist the departmental SME's. However, it is not in scope for WorkForce to facilitate or participate in departmental meetings or other activities that may be required to define or clarify undocumented policies, resolve discrepancies in business processes, or other similar activities.
7. The EmpCenter implementation process is based on a general assumption that almost all responses to questions on current policies and procedures (documented and undocumented), future policies and procedures, business decisions for open issues impacting the County, and

approval of WorkForce Deliverables will be successfully addressed and resolved within 5 business days for clarification questions and no more than 10 business days for resolution of more complex policy decisions, review of key WorkForce deliverables, and issues requiring involvement by County executives. In the event that issues or decisions from the County take longer and could extend the project time line, the issue will be immediately escalated to the project steering committee and addressed through the Project Change Management Process defined in Appendix B.

8. Both WorkForce and the County acknowledge that any delays or expansion of the project time line will have significant financial consequences to both organizations. In the event that either WorkForce or the County identify any project issues, process challenges, or other reasons that could extend any project milestone, deliverable, or the overall project time line by more than 10 business days, the issue(s) will immediately be formally documented and escalated to the WorkForce and County's project managers as well as the Project Steering Committee.

The Project Manager for the party that identifies a potential risk that could extend a project milestone completion date and/or the overall project timeline must:

- i) Formally document a "Project Time Line Risk Escalation" that documents the issue, known reasons, and a recommended remediation plan.
 - ii) Submit the Project Time Line Risk Escalation to the other party's Project Manager and to the designated executive sponsors from both organizations.
 - iii) The project managers will have 10 business days to address and resolve the issues or provide a scope change recommendation with the appropriate leaders from their respective organizations.
 - iv) If the project managers are unable to resolve the issue to the mutual satisfaction of all parties, it will be escalated to the Executive Steering Committee.
 - v) The Executive Steering Committee will meet (virtually or in person if applicable) within 10 business days after receipt of the Project Time Line Risk Escalation
9. Any project changes that impact the deliverables or project time line must be addressed through the Project Change Management Process defined in Appendix B. These may or may not have an impact on project cost. The County internal systems which interface with EmpCenter shall operate in a reliable manner and WorkForce shall be provided accurate test data. The County is not planning to perform any stress testing, load testing, or security audits without notifying WorkForce's technical staff. WorkForce can provide assistance in any of these tasks through the Project Change Management Process.
10. Any Change Orders for additional work effort from WorkForce will be estimated using the discounted hourly rate of \$160/hr during the initial term of the Master License Agreement. Thereafter, the rate will be adjusted up based on the then current Consumer Price Index for All Urban Consumers (C-CPI-U) Annual Average.
11. The County will be responsible for developing, testing, monitoring, and maintaining any software that will reside or operate on the County's internal infrastructure to accommodate required inbound and/or outbound interfaces and integration. Additionally, the County will be responsible for placing inbound files on to the WorkForce FTP site and pulling outbound files from the WorkForce FTP site.
12. A VPN may be required between the hosted environment of the EmpCenter application instances and the County IT environment.
13. The workflow, calculations, screen layouts and interfaces are limited based on the functionality inherent in EmpCenter (for clarity, no product enhancements are included in the scope of this project.) Additionally, the availability of County data that is needed to perform calculations may be a system constraint (e.g. automatic assignment of employees to their managers in EmpCenter assumes that the County is able to provide data that will allow EmpCenter to identify each employee's manager.)

14. The County shall provide WorkForce timely access to detailed and accurate requirements and test files as specified within the phases identified in the Approach Section.
15. Training courses are limited to the maximum number of attendees identified in the Training Plan in order to maintain a quality learning experience. The County shall notify WorkForce if it desires additional attendees, in which case additional fees shall be required for WorkForce to facilitate the attendees.
16. All documentation will be created using Microsoft Office 2007 products.
17. WorkForce personnel will use their WorkForce laptop to connect to County networks and systems (in order to perform the tasks associated with this SOW).
18. WorkForce personnel will use their WorkForce email addresses to communicate with the County for all project-related communications.
19. The County will provide and manage a common document repository that WorkForce and County team members can access (with full rights to create, read, update, delete) and that can be accessed remotely.
20. When working off site from the County, WorkForce personnel will connect to County networks and systems via connectivity products and credentials provided by the County. WorkForce laptops have Open VPN clients installed on them.
21. Project delays due to unavailability of County systems, data, personnel or other resources may affect the time line and cause project time and cost overages. WorkForce will not be held responsible for delays in the timetable due to unavailability of these resources.
22. Upon project commencement, the County will provide assigned WorkForce personnel a suitable work environment within County facilities to perform the work defined within the SOW.
23. The County and WorkForce will provide timely access to County project resources during the engagement. The County will make every reasonable effort to respond and comment to all inquiries within 2 business days.
24. The County is responsible for any required data scrubbing or cleansing of the data during data conversions, imports, and/or manipulations.
25. The County is responsible for establishing the County Project Team with the roles defined in Section 9 herein. The members of the County Project Team must be readily available and committed to the project timelines. Any delays or lack of participation on the part of the Project Team and identified employees required to complete this project will result in impacting the project timeline and associated costs and will be managed through the Project Change Management Process defined in Appendix B.
26. The County is responsible for any required modifications to County systems necessary to support interfaces to/from all EmpCenter instances.
27. The County will make available the test environments of County owned internal systems required to complete UAT.
28. The County is responsible for providing current materials such as organizational charts, process flows, contact lists, etc. for each Agency as required prior to project kickoff.
29. In situations where CBAs are in force at multiple County Bureaus, the County and WorkForce will make reasonable efforts to enforce identical working practices (pay policies, accrual bank policies, and workflow) configured at all of the Bureaus
30. Review and interpretation of any changes to the CBA's that occur after WorkForce has invested effort to define and document the prior agreement will be the basis for a Project Change Order. The same is true for any configuration changes required to accommodate a revised CBA.
31. WorkForce and the County will work in good faith to ensure any employee who works across multiple bureaus will use one timesheet.

32. Some of the County's policies and business processes may not be automated in EmpCenter if the configuration effort is not commercially reasonable by mutual agreement of WorkForce and the County. Examples might include:

- A complex requirement that only impacts only a very few employees (<10)
- A very complex scenario that will only occur on very rare occasions
- Requirements that cannot be automated because there is not a clearly defined or consistent algorithm and/or workflow.

WorkForce will document any identified requirements for consideration as commercially reasonable to automate.

33. The County will be allowed no more than ten (10) days to sign off on deliverables. If additional time is required the project timeline will be a risk and may result in a Project Change Order.
34. Any deviations from the assumptions described in this SOW or the County delays will require the execution of a Project Change Order ("PCO") and an equitable adjustment in fees. A description of the Project Change Management Process is provided in Appendix B.
- The County may purchase additional quantities of a Service ("Supplemental Order") by adding additional Services to the Existing Statement of Work for those Services ("Existing Order") by submitting a Project Change Order (PCO) for those additional services. The Supplemental Order will be subject to the same terms and conditions as the Existing Order unless a change to terms and conditions is specifically addressed in the PCO.
35. The County will utilize WorkForce Software's standard scheduling application. Clinical Scheduling will be handled using software products currently implemented at the County (e.g., Anso's). WorkForce will provide standard interface file formats for interfacing/integrating scheduling information from third party software products.
36. Unless with prior approval from WorkForce, all professional services will be provided during normal business hours, Monday through Friday.
37. The County will not unreasonably withhold approval of any payment milestone and will promptly pay for completed milestones per the payment terms of the Master Agreement.
38. Several Payment Milestones contain a large number of specific deliverables. County agrees to work in good faith with WorkForce to approve an appropriately prorated, partial Milestone Payment in circumstances where WorkForce has successfully completed the majority of deliverables and a few open issues outside the immediate control of WorkForce are preventing WorkForce from satisfying 100% of a payment milestone.

10 Roles and Responsibilities

10.1 WorkForce Software Projected Resourcing

The following table depicts the roles that will be provided by WorkForce to execute the scope of work defined in this SOW.

Resource	Responsibilities
Executive Sponsor	Works jointly with the project managers and the County's executive leadership to answer project team questions, provide guidance on key project team concerns, and maintains tight controls over the project. Serves as an escalation point for any project concerns. The Executive Sponsor is a Director level or above leader within WorkForce Software with overall responsibility for WorkForce's project staffing and execution of this engagement. The Executive Sponsor will also participate in Executive Steering Committee meetings.
Project Manager (WFS-PM)	Primary WorkForce contact for all implementation activities. This person will prepare a detailed project plan that identifies and assigns tasks, major milestones and dates for the project team, along with indications of the critical path and task dependencies. The Project Manager will measure, track, and evaluate progress against both the project plan and your budget, as well as coordinate and manage the activities of the WorkForce project team. The WorkForce project manager will be a senior level project manager with experience leading large scale, enterprise WorkForce management projects. At WorkForce's discretion, a project administrator may also be assigned to help coordinate and organize project management activities.
Lead Implementation Consultant (WFS-LIC)	Very senior level functional Subject Matter Expert responsible for leading efforts and team mentor for analyzing and documenting requirements, evaluating requirements that are basic configuration options in the standard product and quantifying requirements that necessitate use of the more robust EmpCenter configuration toolset. The Lead IC has in-depth product expertise and provides recommendations for process improvements, standardization, and best practices. Lead IC will primarily focus time on the more complex work groups with a CBA. Lead IC will also guide creation and execution of test plans.
Implementation Consultant (WFS-IC)	Works closely with the Lead IC and the project team to analyze and document requirements, demonstrate and clarify system functionality, provide software product expertise, and recommend best practices and business process improvements. The Implementation Consultant has overall responsibility for organizing and documenting requirements, helping develop test scripts, unit, UAT, and system testing activities, and other installation activities.
Technical Implementation Consultant (WFS-TIC)	Defines and develops system interfaces to support integration of EmpCenter to other the County systems.
Lead Application Consultant (WFS-LAC)	Primary architect for defining technical requirements and guiding the WorkForce Application Consulting Team for the configuration of EmpCenter.

Application Consultant (WFS-AC)	Works with the customer and Implementation Consultant to ensure that the software is prepared in accordance with the Detailed Requirements specifications. The Application Consultant has the primary responsibilities of configuring, testing, and supporting the software, interfaces, and reports.
Change Management Consultants (WFS-CM)	Performs organizational diagnosis, design, process redesign and strategic planning. Develops effective Change Management and transformation strategies that help the client's leaders and employees successfully adapt to organizational changes. They will plan and execute clear, concise, and timely communications processes and activities, building enthusiasm, consensus, and acceptance among end users is a critical part of project success.
Data Collection Terminal Project Lead (WFS-DCT_LEAD)	Hands-on project manager for all DCT activities including coordinating scheduling of functional and technical site surveys and ensuring all DCT project deliverables are completed successfully.
DCT Functional Survey SME (WFS-DCT_FUNC_SRVY)	Functional Survey Techs will conduct the functional site surveys to determine requirements for quantity and location of DCT's at each site.
DCT Technical Survey SME (WFS-DCT_TECH_SRVY)	Technical Survey Techs will determine the requirements to mount and connect DCT's into the County's network. They will also provide a formal quotes for the implementation and repair (patch & paint) of DCT's at each site using the price schedule in section 11.2 of this SOW.
DCT Technical SME (WFS-DCT_SME)	The DCT Technical SME role will be responsible for mounting and connecting DCT's at designated County sites.
Network Operations SME (WFS-SaaS)	Network Operations SME's work within the confines of the WorkForce SaaS environment. They will administer the mandated process and change control procedures to ensure adherence to industry guidelines and be responsible for actually deploying updates and changes to the installed software and production data structure.

10.2 Cook County Projected Resourcing

Projected County resources/roles necessary to support the implementation are identified below. Some resources may only be required for portions of the effort. There may also be additional resource requirements or roles that are identified during the course of the implementation.

Resource	Responsibilities
Executive Sponsors	These individuals will champion the project from both the functional and technical sides of your organizations. They will have the ability and authority to deploy organization resources as necessary to ensure project success. They will serve as an escalation point for any project-wide issues, and ensure business readiness for the final product. Most importantly, the Executive Sponsors maintain visible commitment in terms of time and communication activities for the implementation, and provide guidance and support to the project team as necessary.
Project Manager (CC-PM)	This person will have overall responsibility for project delivery, and will carry out the day-to-day assignment of duties to your staff. The Project Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required to ensure an implementation consistent with the scope of work. The Project Manager will keep both WorkForce and your Executive Sponsors aware of the decisions, commitments, and status of the project in a timely and efficient manner.
Application Administrator (CC-Admin)	This in this role will be the "super-users" of the application, responsible for data, configuration, and system administration activities. They will administer and monitor the system, and guide the application through the transition from implementation to production support. They should be conversant not only with the business practices and policies, but with the technologies required to support the application as well. This person should be identified early in the project so that knowledge transfer and training opportunities can be utilized throughout the implementation effort.
Project Support Staff	Support resources to assist the County Project Manager in managing the day to day tasks of the project, such as scheduling meetings, taking meeting minutes, coordinating schedules and other administrative tasks.
Site Surveys – IT, Facilities and HR resources (CC-DCT_LEAD, CC-DCT_FUNC_SRVY, CC-DCT_TECH_SRVY, CC-DCT_SME)	These roles are to support the Data Collection Terminal (DCT) rollouts <ul style="list-style-type: none"> IT – Responsible for defining the IT infrastructure at each site, validating network connectivity and signing off on the clock installations HR (or other functional) resource – Responsible for determining the number and locations of the clocks to be installed. Facilities – Responsible for providing access to each site, as well as providing direction to any facilities requirements or building codes that need to be met by the installation.
Functional Analysts and Subject Matter Experts (CC-FUNC_SME)	These people will have the primary duties of participating in requirements definition sessions, and providing knowledge of current and required HR and payroll policies and procedures. They may be asked to deliver detailed information on pay rules and requirements to WorkForce. They will perform in depth reviews of all interim and final outputs.
CBA SPOCs and SMEs (CC-SITE_SME)	These rolls will be tasked primarily on the Collective Bargaining Agreement Analysis phase of the project. There will be one SPOC (Single Point of Contact) between WorkForce and the County for each CBA. The SPOC will be required to define the working rules for their CBA to the WorkForce consultants. If a CBA is in place at multiple bureaus, the SPOC may elect to utilize Subject Matter Experts (SMEs) from other bureaus to confirm that the working rules are complete for all bureaus.

Resource	Responsibilities
Technical Staff (Network Administrators, DBA, Programmers, etc.)	These people will be the primary resources representing the systems infrastructure. They will serve as an interface point to other information systems entities impacted by the project. They will provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. These resources will provide direction on network infrastructure for data collection terminal site surveys and installation. Additional resources may be required to analyze, develop, test, and support interfaces as specified in the project scope of work.
Technical Interface SME (CC_TIC)	County technical resources responsible for providing source data for inbound interfaces into EmpCenter and process outbound interface data into third party systems.
Testing Specialists (CC-TEST)	Business Analysts assigned to the project to assist with testing and validating the EmpCenter system.
Change Management Staff (CC-CM)	Assists WorkForce in development and deployment of effective Change Management collateral.
Training Staff (CC-TRAIN)	Representatives from each Bureau who will participate in "train the trainer" sessions. These staff members will in turn train the various County employees at their respective Bureaus prior to deployment.

10.3 Estimated High Level Staffing Plan for Cook County

	Change Management Assessing	Data Collection Deployments	Base Project Requirements	Common Working Practices	CBA Analysis	UAT Script Development	CBA Requirements Signoff	System Configuration and Imple	UAT	Deployments
Week Requirements (1=1st week, 2=2nd)	1-6	3-32	3-4	4-5	5-18	5-23	27-32	33-57	58-70	70-96
Project Manager	1	1	1	1	1	1	1	1	1	1
Site Surveys IT Resource		1								
Site Surveys - Facilities Resource		1								
Site Surveys - HR Resource		1								
CBA SPOCs					1 per CBA	1 per CBA	1 per CBA			1 per CBA
CBA SME's					TBDBC	TBDBC	TBDBC			TBDBC
Functional Analysts	2	2	2	2	2	2	2	2	2	2
Technical Staff - Programmers/DBA's			2							
Technical Staff - Network Engineer			1							
Change Management Staff	1						1 per Bureau		1 per Bureau	1 per Bureau
Deployment - Bureau SME's									2-3 per Bureau	2-3 per Bureau
Deployment - Bureau Trainers									See Training Table	See Training Table

TBDBC = To be Determined by Cook County

The resource estimates above represent the reasonable expectations of the County given the information currently available.

WorkForce will perform work activities both on-site and remotely. The WorkForce Project Manager, in collaboration with the County's Project manager, will prepare a detailed work plan for each implementation milestone prior to commencing work on the milestone. The milestone work plan will also identify task assignments, target task completion dates, assigned resources for the County and WorkForce, as well as work venue for the WorkForce resources.

11 Fixed Fees and Expenses

11.1 Summary of SOW Fees

Services are provided on a fixed fee basis and billed as per the Master Services Agreement. A fixed fee cost of the work effort and fees is presented below. Following requirements process and subsequent approval of requirements by the County, WorkForce may provide a revised timeline including potential revisions to the cost estimates if mutually agreed upon PCO's are required.

The table below defines a summary of the fees associated with services provided in this SOW.

Category	Cost
Total Fixed Professional Services Fees	\$2,826,647
Total DCT Installation Cost (Estimate)	\$1,840,800
Contingency Funding for Professional Services	\$700,000
Total Allocated Funding	\$5,367,447

The contingency fees identified above shall only be released via a Project Change Order per the Project Change Management Process defined in Appendix B.

A breakdown of the fees in the table above is provided in the following sections.

WorkForce will provide the professional services specified in this SOW for a fixed fee of \$2,826,647 ("Total Professional Services Fees"), including travel time and expenses.

An additional \$1,840,800 is allocated to the estimated cost to implement approximately 600 DCT's across County sites. The actual cost will be determined following the DCT site survey process and will be billed according to the DCT pricing schedule in Section 11.2 below.

11.2 Data Collection Terminals Costs and Installation Fees

The table below defines the assumptions made for running the required cable and installing the data collection terminals. The quantities specified in the table below were provided by the County for the purpose of creating this estimate.

Data Collection Terminals Device & Installation Fees					
Item	Ceiling Run	Wall Run	Cost Per Unit	Estimated Quantity	Total Cost
1.001	EMT 150 ft	EMT 10 ft	\$1,100	100	\$110,000
1.002	Rigid 150 ft	Rigid 10 ft	\$1,955	60	\$117,300
1.003	Cable Trays 150 ft	Rigid 10 ft	\$6,660	100	\$666,000
1.004	EMT 150 ft	Molding 10 ft	\$1,160	300	\$348,000
1.005	Cable Trays 150 ft	Molding 10 ft	\$6,677	100	\$667,700
Applied to Survey work included in survey costs above					(\$68,200)
Total Device and Installation Costs					\$1,840,800

DCT installations will be invoiced monthly as DCT site installation work is completed. The per site pricing will be based on the unit pricing in the table below. The table above is an estimate of the total implementation cost based on the information provided by the County. The total cost estimate will be determined upon completion of the Technical Site Surveys. The unit pricing estimate applies even if some existing conduit is reused.

Line Item	Schedule of Unit Prices for Components, Installed and Tested, All Labor and Materials Included	Unit	Price Per Unit
A	Unit cost for: Electrical outlets, including all labor and materials		
	1. Duplex outlet, 120V, 20A, surface mounted, in cast metal box, tamper proof screws, threaded hubs	Each	\$475.00
	2. Vertical metal pole divided raceway, 8' long, fed from above the ceiling space by one 120V, 20A circuit with (2) duplex 120V, 20A receptacles and (2) communication outlets per Dwg T-600, details #1 and #3, installed, connected and tested	Each	\$830.00
	3. Duplex outlet, 120V, 20A, in floor-mounted metal "dog house" fed by conduit in trenched floor	Each	\$1,655.00
	4. Quad outlet, 120V, 20A surface mounted, in cast metal box, threaded hubs	Each	\$533.00
B	Unit Cost for: Conduit		
	1. Galvanized Rigid Steel Heavy Wall Conduit (GRS), based on 10ft section with pull string and associated pull boxes:		
	a. 3/4"	Each	\$130.00
	b. 1"	Each	\$149.00
	c. 2"	Each	\$244.00

Line Item	Schedule of Unit Prices for Components, Installed and Tested, All Labor and Materials Included	Unit	Price Per Unit
	2. Wire Molding based on 10ft section with pull string and associated pull boxes:		
	a. 1"	Each	\$ 153.00
	3. Thin Electrical Metal Tubing (EMT) raceway based on 10ft section with pull string and associated pull boxes:		
	a. 3/4"	Each	\$72.00
	b. 1"	Each	\$88.00
	c. 2"	Each	\$165.00
C	Unit Costs for: Cores as required to stop sleeves or raceways, sealed with firestop		
	a. 1"	Each	\$337.00
	b. 2"	Each	\$492.00
	c. 3"	Each	\$741.00
D.	Unit Costs for: Communication Outlets		
	1. Communication Outlet installed in surface mounted metal cast box, threaded hubs, tamper proof screws, connected and link tested	Each	\$763.00
	2. Wall phone outlet installed in surface mounted metal cast box, threaded hubs, tamper proof screws, connected and link tested	Each	\$763.00
	3. (2) x 4 pair CAT .5E and (1) x 2 pair CAT .3E pulled in conduit, (cable material and labor cost only).	Ft	\$0.70
E.	Unit Costs for: Fiber Optic Cable installed, including all labor and material, with and without innerduct		
	1. Single mode, 24 fibers	Ft	\$2.75
	2. Single mode, 48 fibers	Ft	\$5.80
	3. Multi mode, 24 fibers	Ft	\$4.95
	4. Multi mode, 48 fibers	Ft	\$11.00
F.	Unit Costs for: Communication Racks		
	1. Wall mounted, 19" wide rack, furnished and installed with all rack-mounted equipment and accessories	Each	\$1,180.00
	2. Floor mounted, 19" wide rack, furnished by the County, installed by the Contractor. Contractor shall install all rack-mounted equipment and accessories	each	\$910.00

Line Item	Schedule of Unit Prices for Components, Installed and Tested, All Labor and Materials Included	Unit	Price Per Unit
G.	Unit Costs for: Vertical Wire Management		
	a. 1"	Ft	\$32.50
	b. 2"	Ft	\$32.50
	c. 3"	Ft	\$32.50
H.	Unit Costs for: Cable Trays		
	a. 12"	Ft	\$46.00
	b. 18"	Ft	\$52.00
I.	Paint existing wall and ceiling surfaces. Patch smooth pre-painted surfaces and prepare to receive new finish per paint manufacturer's recommendations. Include all labor and materials.	Sq. Ft	\$19.75

This above estimate assumes that the County shall provide power over ethernet (POE) capable switches for use with the data collection terminals. If additional cabling, power drops, or quantities of terminals or other related hardware or items not specified above are required to properly install the data collection terminals, additional costs will apply and will be managed by the Project Change Management Process found in Appendix B.

Runs will be charged at the minimum distance listed in the table above. The County will pay for the actual distances for any runs that exceed those minimum distances.

Fees for the Data Collection Terminal Installation Fees will be invoiced upon completion at each site (or partial completion if Cook delays the completion at any site).

The fees above assume site work during normal business hours (7:30am – 4:30pm).

*Note: The Estimated Quantity of 660 above is per the RFP pricing spreadsheet. The actual number of clocks deployed will be 600.

11.3 Training Classes

The following training courses will be provided to the County Project Team.

Core EmpCenter Training

Virtual classes are delivered via WebEx or similar method.

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
ACT01	ACT - Employee and Case Manager Functions Course Content <ul style="list-style-type: none"> • Employee entry of leave requests • Case manager entry of leave requests • Case manager review of a case • Case manager work flow • Override system-determined leave eligibility • ACT reports 	1	10	1
ACT05	ACT - Core Concepts Course Content <ul style="list-style-type: none"> • General terminology • Fundamental employee management details • User interface • Leave requests • Time off requests • Viewing an absence case • Approvals • Administrator workflow • Compliance issues 	0.5	15	2
TM01	Time and Attendance - Employee Functions Course Content: <ul style="list-style-type: none"> • Enter data into a time sheet • Request time off • Run reports to look at your personal time sheet data • Address time sheet exceptions • Use different time sheet views to your advantage • View pay results • View time off bank balances 	0.5	10	8

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
TM02	Time and Attendance - Manager Functions Course Content: <ul style="list-style-type: none"> • Introduction to manager views of employee time and balances • View pay results for employees • Approval workflow and employee time sheet approval • Assign schedules and schedule cycle to employee groups or specific employees • Use EmpCenter's group time entry screen • Use manager reports to analyze employee time • Manage time sheet exceptions • Delegate manager functions to another user • Manage time-off requests 	0.5	10	8
TM03	Time and Attendance - Administrator Functions Course Content <ul style="list-style-type: none"> • Introduction to the admin client • End-of-period processing workflow • Run administrative reports to evaluate time sheet status • Import or export data • Maintain employee information • Run tasks to update system data • Create schedules for automated tasks • Maintain calendars for holidays and other special dates • Create schedule templates and cycles • Understand exception types and their effects on time sheet processing • Maintain employee bank balances • Create and maintain manager access to employee time sheets • Create new administrative users • Set and reset passwords • Emulate end user access with the Superuser account 	1	10	1

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
TM05	Time and Attendance - Core Concepts Course Content <ul style="list-style-type: none"> • Identify the goals of implementation • Documenting current process • Document new requirements • Data collection methods • Data validation • EmpCenter terminology - employee policy profiles, assignment groups • Security considerations • Manager to employee relationships • Synchronize employee data import • Frequency • Data imported • Policy effective dating • Import labor distribution data • End-of-period processing • Data exports • Time sheet vs. pay frequency 	0.5	15	1
EC20	EmpCenter WFM - Testing Preparations (virtual) Course Content <ul style="list-style-type: none"> • Introduction to basic test methodology concepts • Prepare to test • Create test cases • Manage test execution 	0.3	15	1
EC21	EmpCenter WFM - Testing Kickoff (2 days) Course Content <ul style="list-style-type: none"> • Understand the test environment • Key configuration items to test • Execute test cases to test your business requirements • Coordinate testing • Track test results and log issues • Manage changes to your configuration 	2	15	1
TM30	Time and Attendance - DCT Deployment (virtual) Course Content <ul style="list-style-type: none"> • Mount and configure DCTs • Set up networks for DCTs, DCT controller, and EmpCenter server • Deploy DCT and DCT controller configuration files • Add DCTs to the network • Handle multiple time zones and Daylight Saving Time changes 	0.3	10	1

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
TM31	Time and Attendance - DCT Management Course Content <ul style="list-style-type: none"> • DCT administrator and employee functions • Biometric enrollment and management • Control employee and administrator access • Use the Terminal Manager application to manage the controller and DCTs • Monitor employee data transactions • Data flow from terminals to EmpCenter • Troubleshooting and technical support 	0.3	10	1
-	Up to 80 Hours for Creation of Custom Job Aids	-	-	-

Advanced EmpCenter Training

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
TM06	Functional Configuration Course Content <ul style="list-style-type: none"> • Introduction to the EmpCenter Policy Editor • Define and create policy profiles • Assemble the components of a time sheet • Set content and layout • Define policies to create and calculate time transactions • Create policies to reclassify time for pay premiums • Configure exceptions to validate and report the status of time sheets • Link email notifications to time sheet events • Define user roles and access rights • Configuring absence management functionality • Introduction to basic Formula Language concepts • Define time off request behavior and notifications • Define manager approval windows and time sheet approval reminders • Establish rules for grace, break deductions, and time rounding • Define rules for time data defaults 	4	6	1

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
TM07	Technical Configuration Course Content Activity Based Costing <ul style="list-style-type: none"> • Define labor distribution (LD) fields • Establish LD field dependencies • Create an LD layout for searching LD values • Link LD rules and policies together • Maintain LD information in EmpCenter • Introduction to the import and export of LD data Interfaces • Introduction to interface scripting and database queries • Use EmpCenter functions in interfaces • Interface policy configuration • Understand the difference between CSV and SQL interfaces • Data validation and error handling • Build an historical employee import • Build an incremental interface for large data sets • Understand system processing • Test interfaces and review logs 	4	6	1

TM06 & TM07 are delivered at the WorkForce Software Corporate Training Center in Livonia, Michigan in a regularly scheduled training class. Additionally, these courses will not be available to the County until EmpCenter has been deployed to all employees and primary support has been transitioned to the Workforce Client Support Team.

Report Training

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
ACT15	Absence Compliance Tracker - Database Schema <ul style="list-style-type: none"> • Introduction to the Absence Compliance Tracker database structure • Most commonly used tables and queries 	0.5	6	1
RP02	Report Designer - Report Writing <ul style="list-style-type: none"> • How EmpCenter and the Report Designer work together • Introduction to the Report Designer • Introduction to report policy configuration • Build your first report 	1	6	1

Course Number	Course Name	Course Duration (days)	Max # of Attendees	Max # of Classes
ECA02	EmpCenter Analytics - Universe and Ad Hoc Reporting <ul style="list-style-type: none"> • Introduction to EmpCenter Analytics functionality • Introduction to the EmpCenter sample universe structure • Introduction to creating and modifying: • Classes and subclasses • Objects and filters • Lists of values • How EmpCenter and the EmpCenter Analytics tool work together • Create and run queries in EmpCenter 	1	6	1
TM15	Time and Attendance - Database Schema <ul style="list-style-type: none"> • Introduction to EmpCenter TM database structure • Introduction to most commonly used tables and queries for: <ul style="list-style-type: none"> - Employees and Assignments - Pay Periods - Time sheets - Exceptions - Accrual Management - Schedules - Data Collection Terminals 	1.5	6	1

Training fees include classroom instruction time, training materials, and offsite classroom preparation time. WorkForce may charge additional fees to provide the County with custom courseware or to meet other the County training needs.

The training class tables do not includes fees for a trainer's travel expenses which will be billed in addition to the fees outlined under Location of Services and Travel Expenses section in this document. Training fees are billed at the completion of each course.

11.4 Location of Services and Travel Expenses

- WorkForce consultants' travel expenses are included in the Fixed Fee Professional Services estimate.
- The County will collaborate with WorkForce to schedule on-site travel. As much as reasonably feasible, on-site trips will be scheduled at least 2 weeks in advance to contain travel expense.

11.5 Professional Services Payment Milestones

Activity	Unit Cost Per Site	# Sites	Estimated Total Cost
Site Implementations of DCT's	Per Technical Survey Estimate for Each Site	~341	\$1,840,800

NOTE: DCT Installation Costs will be invoiced monthly as incurred for completed installation sites. Cost per site shall not exceed the formal estimate for each site without prior approval from the County.

11.6 EmpCenter Implementation Fee Schedule

Milestone	Description	Baseline Target Date	Percent Due	Amount
M1	CC-Signoff upon Completion of On-site Kickoff Week	April-14	4%	\$113,066
	Task Name			
	• WFS-Review Project Plan, Roles & Responsibilities, Oversight, & Key Milestones			
	• CC-Review Project Plan, Roles & Responsibilities, Oversight, & Key Milestones			
	• WorkForce Software-Deliver Time & Attendance Core Concepts Training (2X)			
	• CC-Attend Time & Attendance Core Concepts Training (2X)			
	• WFS-Time & Attendance Requirements Data Gathering Workshop			
	• CC-Time & Attendance Requirements Data Gathering Workshop			
	• WFS-Deliver ACT Core Concepts Training			
	• CC-Attend ACT Core Concepts Training			
	• WFS-ACT Requirements Gathering Workshop			
	• CC-ACT Requirements Gathering Workshop			
	• WFS-Update Project Plan & Schedule for Requirements Gathering			
	• CC-Update Project Plan & Schedule for Requirements Gathering			
	• CC-Signoff upon Completion of On-site Kickoff Week			
M2	CC-Review and Approve Change Management Plan Recommendations	May-14	4%	\$113,066
	CC-Approves Functional and Technical Site Survey process and schedule			
	CC-Signoff on Base Requirements			
	Task Name			
	• WFS-Functional Site Survey Process & Schedule Prepared			
	• CC -Approves Functional Site Survey Process & Schedule			
	• WFS-Technical Site Survey Process & Schedule Prepared			
	• CC -Approves Technical Site Survey Process & Schedule			
	• WFS-Organizational Readiness Assessment			
	• CC-Organizational Readiness Assessment			
	• WFS-Change Management Plan Recommendations (Branding & Project Marketing)			
	• CC-Review and Approve Change Management Plan Recommendations			

Milestone	Description	Baseline Target Date	Percent Due	Amount
	<ul style="list-style-type: none"> WFS-Organize and document Base Requirements into Requirements Management Plan 			
	<ul style="list-style-type: none"> CC-Provide & Clarify pay policies, current workflow, and other required details 			
	<ul style="list-style-type: none"> WFS-Session for Data Collection Requirements 			
	<ul style="list-style-type: none"> CC-Session for Data Collection Requirements 			
	<ul style="list-style-type: none"> WFS-Deliver Base Requirements Document 			
	<ul style="list-style-type: none"> WFS-Prepares Test Scenarios for Base Requirements 			
	<ul style="list-style-type: none"> CC-Signoff on Base Requirements Document 			
M3	<ul style="list-style-type: none"> CC-Signoff on Non-Union Working Practices Requirements Document 	June-14	3%	\$84,799
	Task Name			
	<ul style="list-style-type: none"> WFS-Organize and document Common Working Practices into Requirements Management Plan 			
	<ul style="list-style-type: none"> CC-Provide & Clarify common working practices detail 			
	<ul style="list-style-type: none"> WFS-Identify Gaps requiring Configuration Rules 			
	<ul style="list-style-type: none"> WFS-Prepares Test Scenarios for Common Working Practices Requirements 			
	<ul style="list-style-type: none"> WFS-Deliver NonUnion Working Practices Requirements Document 			
M4	<ul style="list-style-type: none"> CC-Signs off on Pilot Functional Requirements and Test Scenarios 	July-14	3%	\$84,799
	Task Name			
	<ul style="list-style-type: none"> WFS-Organize, consolidate minimum essential, pilot requirements 			
	<ul style="list-style-type: none"> WFS- Badge Reader & User Interface 			
	<ul style="list-style-type: none"> WFS-Review Pilot Gap Analysis with County 			
	<ul style="list-style-type: none"> CC-Review and Clarify Pilot Gap Analysis Requirements 			
	<ul style="list-style-type: none"> WFS-Prepares Test Scenarios/Acceptance Criteria for Pilot Requirements 			
	<ul style="list-style-type: none"> WFS-Deliver Pilot Functional Requirements Document 			
M5	<ul style="list-style-type: none"> CC-Signoff on CBA Requirements Document 	July-14	5%	\$141,332
	Task Name			
	<ul style="list-style-type: none"> WFS-Organize Documented CBA Requirements into Requirements Management Plan 			
	<ul style="list-style-type: none"> CC-Provide & Clarify CBA Requirements detail 			
	<ul style="list-style-type: none"> WFS-Identify Gaps requiring Configuration Rules 			
	<ul style="list-style-type: none"> WFS-Prepares Test Scenarios for CBA Requirements 			
	<ul style="list-style-type: none"> WFS-Deliver CBA Requirements Document 			

Milestone	Description	Baseline Target Date	Percent Due	Amount
	<ul style="list-style-type: none"> CC-Signoff on CBA Requirements Document 			
M6	CC-Project Milestone Signoff- Demonstration of Configured Pilot	October-14	4%	\$113,066
	Task Name			
	<ul style="list-style-type: none"> WFS-System Testing 			
	<ul style="list-style-type: none"> WFS-Pilot Demonstration Session 			
	<ul style="list-style-type: none"> CC-Pilot Demonstration Session 			
	<ul style="list-style-type: none"> CC-Project Milestone Signoff- Demonstration of Configured Pilot 			
M7	Core Team Training delivered to Pilot Team	October-14	3%	\$84,799
	Task Name			
	<ul style="list-style-type: none"> WFS-Delivers TM-03 Time and Attendance Administrative Functions Training 			
	<ul style="list-style-type: none"> CC-Attends TM-03 Training 			
	<ul style="list-style-type: none"> WFS-Delivers ACT-02 Absence Compliance Tracker - ACT Administrator Training 			
	<ul style="list-style-type: none"> CC-Attends ACT-02 Training 			
	<ul style="list-style-type: none"> WFS-Delivers TM-01 Time and Attendance Employee End User Training 			
	<ul style="list-style-type: none"> CC-Attend TM-01 Training 			
	<ul style="list-style-type: none"> WFS-Delivers TM-02 Time and Attendance Manager Training 			
	<ul style="list-style-type: none"> CC-Attend TM-02 Training 			
M8	CC-Project Milestone: Software Acceptance Pilot Group	December-14	6%	\$169,599
	Task Name			
	<ul style="list-style-type: none"> WFS-Install Configuration into Test Environment 			
	<ul style="list-style-type: none"> WFS-Load Test and Training Data 			
	<ul style="list-style-type: none"> CC-Project Milestone: Deliver Configured Test Environment 			
	<ul style="list-style-type: none"> CC-Execute Pilot Group Unit and System Testing 			
	<ul style="list-style-type: none"> WFS-Supports County Testing 			
	<ul style="list-style-type: none"> WFS-Make Changes and Corrections to Configuration 			
	<ul style="list-style-type: none"> CC-Project Milestone- Application Testing Complete 			
	<ul style="list-style-type: none"> CC-Parallel Testing 			
	<ul style="list-style-type: none"> WFS-Parallel Testing Support 			
	<ul style="list-style-type: none"> WFS-Remediate issues from System and Parallel testing 			
	<ul style="list-style-type: none"> CC-Software Acceptance Pilot Group Configuration 			
M9	CC-Project Milestone: First Time Entry - PILOT	January-15	6%	\$169,599
	Task Name			
	<ul style="list-style-type: none"> Production Environment Configured and setup for go-live 			

Milestone	Description	Baseline Target Date	Percent Due	Amount
	<ul style="list-style-type: none"> WFS – DCT pilot devices installed and operational CC-First Time Entry - Pilot 			
M10	CC-Project Milestone: First End of Period Payroll Processing – PILOT	January-15	5%	\$141,332
M11	CC-Signs off on Enterprise Functional Requirements and Test Scenarios	September-14	5%	\$141,332
	Task Name			
	<ul style="list-style-type: none"> WFS-Organize, consolidate Enterprise Functional Requirements 			
	<ul style="list-style-type: none"> WFS-Review Enterprise Gap Analysis with County 			
	<ul style="list-style-type: none"> CC-Review and Clarify Enterprise Gap Analysis Requirements 			
	<ul style="list-style-type: none"> WFS-Prepares Test Scenarios/Acceptance Criteria for Enterprise Requirements 			
	<ul style="list-style-type: none"> WFS-Deliver Enterprise Functional Requirements Document 			
	<ul style="list-style-type: none"> CC-Signs off on Enterprise Functional Requirements and Test Scenarios WFS – DCT Enterprise deployment Schedule Finalized 			
M13	CC-Approves Enterprise Test Plan	November-14	2%	\$56,533
	Task Name			
	<ul style="list-style-type: none"> WFS-Documents Test Scenarios by Functional Group CC-Approves Test Plan 			
M12	CC-Approves Final Enterprise Design including Test Plan as Acceptance Criteria	October-14	2%	\$56,533
	Task Name			
	<ul style="list-style-type: none"> WFS Presents Final Design Review to WFS CC-Approves Final Enterprise Design including Test Plan as Acceptance Criteria 			
M14	CC-Project Milestone Signoff- Demonstration of Configured Enterprise System	April-15	8%	\$226,132
	Task Name			
	<ul style="list-style-type: none"> WFS-Demonstration Session Preparation 			
	<ul style="list-style-type: none"> WFS-Demonstration Session 			
	<ul style="list-style-type: none"> CC-Demonstration Session CC-Project Milestone Signoff- Demonstration of Configured Enterprise System 			
M15	CC-Project Milestone - Enterprise Application Testing Complete	July-15	8%	\$226,132
	Task Name			
	<ul style="list-style-type: none"> CC-Execute Enterprise Tests - Unit and System 			
	<ul style="list-style-type: none"> WFS-Supports County Testing 			
	<ul style="list-style-type: none"> WFS-Make Changes and Corrections to Configuration 			

Milestone	Description	Baseline Target Date	Percent Due	Amount
	<ul style="list-style-type: none"> CC-Project Milestone - Enterprise Application Testing Complete 			
M16	WFS-Enterprise Rollout Group 1 (Sheriff Department) Live on System	August-15	8%	\$226,132
M17	WFS-Rollout Group 2 (Hospital) live	October-15	8%	\$226,132
M18	WFS-Rollout Group 3 live	December-15	6%	\$169,599
M19	WFS-Rollout Group 4 live	January-16	4%	\$113,066
M20	WFS-Rollout Group 5 live	February-16	4%	\$113,066
M21	Transition of Primary Support to WFS Client Support	March-16	2%	\$56,533
	Task Name			
	<ul style="list-style-type: none"> CC-Transitions Day to Day user support to Internal Help Desk WFS-Transitions Primary Support to Help Desk 			
			100.00%	\$2,826,647

The County shall not withhold payment for any milestone due to its delays in performing its tasks according to schedule.

The County will not unreasonably withhold approval for any completed payment milestone. In the event WorkForce has satisfied the majority of the deliverables for a milestone payment and the County shares responsibility for the open deliverables, the County agrees to pay a prorated partial payment for said deliverable.

Terms and Conditions

1. WorkForce warrants that the Deliverables will materially match the Requirements Document in the 90 day period starting upon completion of User Acceptance Testing for the functions and features delivered with the pilot and a separate 90 day period starting upon first production go live for Enterprise Rollout Group 1. Should the County find any material variances between the Deliverables and the Requirements Document during this timeframe, WorkForce will at no additional cost undertake efforts to correct such problems so that they meet the Requirements Document. In order to avail itself of this warranty, the County shall promptly and thoroughly test the Deliverables and provide its findings to WorkForce as described herein. EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH WORKFORCE MAKES NO OTHER WARRANTIES WITH RESPECT TO THE DELIVERABLES OR WORKFORCE'S SERVICES, EXPRESS OR IMPLIED, AND WORKFORCE HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. WorkForce Software provides a one (1) Year Material and Labor Warranty for the installation of Data Collection Terminals provided the device was installed by WorkForce or it's designated subcontractor.
3. This SOW is attached to and incorporates the terms of the Professional Services Agreement (the "Agreement") by and between WorkForce and Cook County Government.

Approvals

Project Name: Cook County Government – Enterprise Time and Attendance

I have reviewed the information contained in the Statement of Work (SOW) and agree to the baseline commitments specified herein.

NOTE: If approval is via e-mail, type name and title of person, signature on file above signature and date of e-mailed approval. Place the e-mail approval in the project repository.

Project Manager	Signature	Date
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Sponsor	Signature	Date
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Operational Unit Manager (When applicable)	Signature	Date
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Additional Stakeholders

Name, Title	Signature	Date
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Name, Title	Signature	Date
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Name, Title	Signature	Date
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Appendix A: Acceptance Management Process

This section defines the formal Deliverables Acceptance Management Process that will be followed throughout the project. Acceptance of Deliverables or services by the County indicates that WorkForce has provided the Deliverables according to the definition outlined in the SOW. For the purpose of the acceptance management process the term Deliverable applies to both services as well as deliverables.

The WorkForce Project Manager will prepare a Deliverable Acceptance Form for each completed Deliverable and submit the Deliverable along with the Acceptance Form for review and approval by the authorized the County approver.

- If the Deliverable is accepted, the County approver shall provide to the WorkForce Project Manager a signed copy of the Acceptance Form or email approval signifying the Deliverable has been accepted. The Deliverable is then considered complete and any further change requested to the Deliverable will be considered a project change and will be handled through the Project Change Management Process.
- If the Deliverable is rejected, the County approver must provide written explanation as to the reason(s) for the rejection identifying any and all defects to be addressed. Such explanation shall contain sufficient detail to allow WorkForce to address such defects. Once the defects have been addressed, the acceptance management process set forth herein will be used to resubmit the Deliverable for acceptance.
- In the event that more time for review is requested both parties must agree on the amount of additional time to be granted to the County for their review. During such additional time granted to the County, if any, WorkForce will move forward with the project in order to maintain the established project schedule as if the Deliverable were accepted unless communicated otherwise by the County approver. In the event that the project cannot move ahead, the WorkForce Project Team will suspend work on the project resulting in additional costs being incurred. Delays for approvals of Deliverables may result in a change to the project and will be handled through the Project Change Management Process.
- If a delay in the acceptance of any Deliverable exceeds 10 business days due to circumstances beyond the reasonable control of WorkForce, or due to additional time granted as set forth in Section 4.a. herein, any payment milestones that are delayed due to the delay in County approval shall be considered accepted, and all payments associated with said milestones shall be released to WorkForce.

The County has authorized the following individual to be designated as the County approver for all Deliverables for this project.

Cook County Government

Name: Prasad Nettem

Title: Director

Appendix B: Project Change Management Process

This section defines the formal Project Change Management Process that will be followed throughout the project. This process governs the method by which changes to project scope, timing, and cost are approved and made a part of this SOW during the course of the project. WorkForce will not perform additional work not expressly defined in this SOW unless an approved Project Change Order (PCO) governing the change has been approved by both parties.

Upon request from the County Project Sponsor or upon identification of a project change by the WorkForce Project Manager, a PCO will be developed detailing the justification for the change and the impact of the change to the project including the required revisions to the scope, schedule, and cost for the project. The WorkForce Project Manager will submit the PCO for review and approval by the authorized County approver.

1. Once submitted, the County approver will be allowed ten (10) business days to provide written notice to the WorkForce project manager of acceptance or rejection of the PCO.
2. If the PCO is accepted, the County approver will provide a signed copy of the PCO or email approval signifying the PCO has been accepted to the WorkForce Project Manager. The PCO is then considered accepted and the project scope and schedule are modified accordingly. In approving the PCO, the County approver also authorizes additional budget for the project as defined in the PCO.
3. If the PCO is not accepted or rejected within ten (10) business days and the County approver does not request additional time to review the PCO, the WorkForce Project Team will proceed with the project as if the PCO has been rejected. If the project cannot proceed without a decision, the PCO will be tracked and managed as a project issue.
 - a. If a delay in approving the PCO is outside the control of WorkForce and the delay results in additional costs to the project, the WorkForce Project Manager will notify the County approver and add the additional costs to the pending PCO.

The County has authorized the following individual to be designated as the County approver for all PCOs for this project. The County approver has the authority to authorize additional budget as well as timing as specified in the PCO.

WorkForce Software, LLC

Cook County Government

Name: Mark Kurowski

Name: Ivan Samstein

Title: VP of Global Services

Title: CFO

Appendix C: Configuration Scope

Background

WorkForce's current understanding of the County's technical and functional requirements is outlined in this Configuration Scope. The Configuration Scope outlines the configuration of EmpCenter for the County, and is the basis for the effort in this SOW.

The term "out of scope" identifies items that were discussed with the County of possible interest, but are not included in the Deliverables.

Time & Attendance

Feature Included	Scope and Assumptions
Policy Profiles An EmpCenter Policy Profile is a way of grouping employees by similar business rules, system behavior, and appearance. Employees within a policy profile will share a timesheet layout, visible banks, pay frequency, timesheet frequency and pay periods and other characteristics. WorkForce recommends a common pay period/pay frequency across the County and has used this assumption herein.	Twenty six policy profiles. This scope assumes a common FLSA work week of bi-weekly pay frequency with a Sat-Sun work week will be used, and that all FLSA work weeks end at midnight.
Data Collection Terminal Configuration Data collection terminals, also known as time clocks, are used to capture time transactions or "punches" and more advanced data, depending on the terminal. The different EmpCenter terminals offer a variety of features including badge readers for identifying employees, biometrics for validating an employee's identity using physical characteristics, and many configurable data collection options.	WorkForce will create one unique data collection terminal configuration (time clocks) for the County with badge readers and biometrics. This scope assumes that the data collection terminals configuration will include labor distribution, in, out, and meal collection buttons.
Web Clock The Web Clock is for capturing time in a Web-based graphical time clock.	Two Web Clock layouts with the following: <ul style="list-style-type: none"> One layout with standard Cook labor distribution One layout with no labor distribution.
Online Time Sheets Time entry directly to an online time sheet is an option that may be granted to employees, managers, and/or administrators.	Three unique configurations of the table, list, and daily time sheet layouts Three time sheet results layouts to display calculated output of the hours recorded to an employee's time sheet
Group Time Entry Group time entry allows managers and administrators	One group entry screen configuration. This scope assumes that labor distribution will

to edit multiple time sheets or schedules at once.	not be available on the group time entry screen.
Time-off Banks Time-off banks are used as accumulators to track various type of time-off the employees may be eligible for. There are multiple types of calculations that are available to manage time-off banks: <ul style="list-style-type: none"> • Accrual – any “addition” to the time off bank • Clearing – any “removal” from the bank (typically at year-end or upon termination) • Usage – Automatically withdrawing time from a bank in response to entry of the bank's corresponding pay code • Pooling – automatic switching of usage from one bank to another if one is exhausted • Transfer – Moving a bank balance from one bank to another 	Twelve time-off banks and one hundred ten bank maintenance calculations are included. This scope assumes that each bank maintenance calculation for accruals will handle one tiered, seniority-based accrual schedule. Comp Time handling will account for approximately twenty of these calculations
Attendance Point Bank Attendance occurrence or point banks are for tracking an employee's attendance issues such as tardy and no-call/no-show over a period of time. EmpCenter includes attendance reports and messages, and can send email notifications to alert specified users such as the employee's manager when attendance thresholds are crossed.	Sixteen attendance bank maintenance calculations for adding and clearing points from the bank on intervals. Nine email messages are included.
In/Out Policy In the County's environment, some employee will “punch in” and “punch out.” The In/Out policy helps to manage time collection with a variety of calculations including: grace periods, rounding, and tardy detection.	Twenty variants of “in/out policies”
Gross Pay Calculations Gross rate of pay calculations for applying dollar amounts to time entries, such as hourly pay rates to worked time.	One set of gross pay calculations with job-based pay. This scope assumes that Customer will provide one rate of pay for each employee on the employee import data feed.
FLSA Compliance Adjustments	Yes. This calculation will factor in non-

Automatic overtime pay adjustments to help manage compliance with U.S. Fair Labor Standards Act (FLSA) overtime pay regulations.	discretionary bonuses into the average rate for incentives that are calculated and paid in the same period as worked hours. FLSA adjustments for incentives that are calculated and paid in prior periods are out of scope.
Premium Policies Used to calculate extra pay for working in specific conditions or situations. Examples of the types of calculations that are typically performed by EmpCenter are: overtime, weekend premiums, working on a holiday, on call pay, call-in pay, call-in minimum guarantees, etc.	Fifty five premium policies. This scope assumes that each premium policy will handle one calculation such as overtime >40/hours in a week, overtime >8 hours/day, etc. In cases where different pay codes count toward the overtime threshold for different employee types, then multiple premium policies will be configured to achieve this behavior.
Shift Differentials Shift differentials are used to calculate pay increases based on worked times, such as night shift, afternoon shift, etc.	Twenty five shift differentials with qualifications. This scope assumes that each shift differential policy will calculate one differential.
Holiday Calendars Holiday calendars are implemented in EmpCenter to automatically write holiday hours to employees' time sheets.	Twenty holiday calendars to define the unique sets of holidays that apply to employee groups and five rules to automatically write holiday time to the timesheet.
Pay Codes Defines types of data recorded on the time sheets such as worked time, time-off, mileage, etc.	One hundred customer-specific pay codes. Approximately fifty pay codes such as Worked, Vacation, and Holiday time are included in the base EmpCenter configuration.
Exception Messages Exception messages are used to validate time entries before they are saved and to alert users if time should be reviewed or corrected for specific reasons. These messages primarily appear on the time sheet and time-off request window. Approximately thirty exception messages are	Sixty customer-specific messages in addition to standard EmpCenter messages.

<p>included in the base EmpCenter configuration for assisting with time management, such as:</p> <ol style="list-style-type: none"> 1. Time-off hours exceed employee's scheduled hours for the day 2. Time-off has been recorded on an unscheduled day 3. Employee is approaching their weekly overtime threshold 4. More than 24 hours entered on a day 5. Employee was tardy 6. Employee left early 7. Changes have been made to an employee's time sheet by someone other than the employee 8. Employee was scheduled to work, but did not work or record time-off 9. Vacation time exhausted 10. Sick time exhausted 	
<p>Employee Self-Service Time-off Requests</p> <p>Users submit time-off requests through EmpCenter. A time-off request workflow defines the types of time-off an employee may request, the steps needed to submit each request, and the automatic emails sent to the employee and manager when a request is created, approved, denied, or cancelled. Approved time can automatically be put on the time sheet and/or schedule.</p>	<p>Configuration of six time-off request workflows.</p>
<p>Activity-Based Costing</p> <p>Activity-based costing (labor distribution) fields are used to categorize time for financial, activity, or reporting purposes. Dependencies may be used to narrow down valid selection lists based on values entered in the preceding field.</p>	<p>Four activity-based costing fields and two field dependencies, such as Agency/Department, Project, Task The scope assumes that this model can be used universally across Cook County to allow for standardization of activity based costing fields. This scope assumes that Customer will provide WorkForce with a master list of valid values for each labor distribution field for pre-populating tables within EmpCenter. Retroactive changes to the master lists are out of scope.</p>
<p>Time Sheet Approvals</p> <p>A Submit button may be optionally included on the</p>	<p>Six end of period time sheet approval screen layouts.</p>

<p>time sheet for employees to submit time, and the approval screen allows managers to review and approve employee time sheets. Email reminders can be sent to users to remind them to submit or approve their time sheets. Approval levels can be used to allow more than one approval on a time sheet, and higher approval levels prevent time sheet edits from users with lower approval levels.</p>	<p>Eighteen end of period approval emails.</p>														
<p>User Roles</p> <p>User roles define the privileges a user has (for example: modifying own time sheet; changing own password; modifying time sheets of others; etc.) and the user's place in the time sheet approval hierarchy.</p>	<p>Seven user roles defining user's permissions within EmpCenter. This scope assumes that Customer's HR data will provide information needed to connect employees to their direct managers, and that manual delegations will be used for all delegations where data cannot be used to connect employees to their managers:</p> <table> <tr> <th>Role</th><th>Description</th></tr> <tr> <td>Employee</td><td>A standard end user with access to personal time sheets and related information.</td></tr> <tr> <td>Web Clock Employee</td><td>Similar to the Employee user role but has access to the Web Clock.</td></tr> <tr> <td>Timekeeper</td><td>Typically has access to employee time sheets for administration, but has a lower approval level than managers.</td></tr> <tr> <td>Manager</td><td>Has access to employee time sheets with a higher approval level and typically more features than timekeepers.</td></tr> <tr> <td>Payroll Administrator</td><td>Commonly used to administer time for many or all employees, and run end of period processing.</td></tr> <tr> <td>Case</td><td>Has access to administer</td></tr> </table>	Role	Description	Employee	A standard end user with access to personal time sheets and related information.	Web Clock Employee	Similar to the Employee user role but has access to the Web Clock.	Timekeeper	Typically has access to employee time sheets for administration, but has a lower approval level than managers.	Manager	Has access to employee time sheets with a higher approval level and typically more features than timekeepers.	Payroll Administrator	Commonly used to administer time for many or all employees, and run end of period processing.	Case	Has access to administer
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	<p>Administrator ACT cases</p> <p>Super User Reserved for centralized administrator(s) with access to all features within EmpCenter.</p>
<p>Schedules</p> <p>Define the scheduled start and stop times for employees or expected elapsed hours. Employees may be scheduled for a rotating cycle of time that varies from week to week.</p>	<p>Ten schedule templates. The County's administrator will be trained to create additional schedule templates as needed. WorkForce will include the schedule template import as part of the scope of this project.</p>
<p>Multiple Assignments</p> <p>Multiple Assignments functionality for employees with more than one job, each with unique rates of pay, supervisors, or business rules.</p>	<p>Multiple Assignments is included in scope.</p>

Absence Compliance Tracker (ACT)

Feature Included	Scope and Assumptions
<p>ACT base functionality for U.S.-based employees</p> <p>Leave determination – capturing the information needed to determine leave type and eligibility directly from the employee and automatically providing criteria to help the County's case administrator to make decisions.</p> <p>Active case management – communication and documentation management and tracking.</p> <p>Policy compliance – as new employee leave legislation and policies are introduced, WorkForce will update your ACT policies and configuration.</p>	<p>Standard ACT functionality is included in this Quotation.</p>
<p>Form Fill Feature</p> <p>This functionality provides the ability to pre-fill forms with data that is stored in the database and reduces the amount of manual entry.</p>	<p>Form fill functionality for up to eight forms with an average of ten fields per form is included in scope.</p>
<p>Forms included with standard workflow</p>	<p>Delivered Forms in ACT will be utilized for this configuration. These include:</p>

	<ul style="list-style-type: none"> • Beginning Information Letter • WH380-E • WH380-F • WH-384 • WH-385 • WH381 • WH382 <p>Configuration of up to eight custom forms is included in this scope.</p>
FMLA and State regulated leaves <p>FMLA and State regulated leaves (such as OFLA) are part of the delivered configuration.</p>	<p>FMLA will be configured on a rolling backward twelve month policy. State specific leaves are included. Additional configuration to the Federal and State specific leaves is not included.</p>
Insurance Related Leaves <p>These leaves reference company specific leave plans such as STD, LTD, Worker's compensation, etc.</p>	<p>Tracking usage of STD, LTD, Worker's compensation, Personal Leave, and Medical leave are included in the scope of the configuration.</p>
Generation of Leave Time to Time Sheets <p>Automatic generation of leave time can be written to the time sheet when the employee is on a full-time or reduced-schedule leave.</p>	<p>Two transaction creation policies are included to generate leave time to employees' time sheets</p>
Employee Self-Service Leave Requests <p>Users submit leave requests through EmpCenter. The request workflow defines the reasons an employee may request leave, the steps needed to process each request, and the emails and documents to be sent when a request is created, approved, denied, or cancelled. Approved time for continuous and reduced schedule leaves can automatically be put on the time sheet.</p>	<p>Configuration of one leave request workflow</p>

Reports

Feature Included	Scope and Assumptions
Standard Reports A large variety of comprehensive standard reports are included with EmpCenter. Some EmpCenter reports may require customization in order to support the way EmpCenter is being configured to meet the requirements in this Configuration Scope. Alternatively, the County may create custom reports or modify the standard reports by referencing the data schema of EmpCenter. Regularly scheduled training courses are available to provide assistance in the database schema and reporting.	WorkForce has included 20 custom reports of effort to customize existing reports or design/create new reports for the County.
EmpCenter Analytics Ad-hoc report building tool that empowers users to quickly create custom views of the data resident in the EmpCenter workforce management suite.	EmpCenter Analytics comes pre-configured with a sample universe and sample reports. Sample Analytic Reports include: <ul style="list-style-type: none"> • Accrual Management • Calculated Time Sheet Data • Scheduled vs. Actual Time Summary

System Interfaces

Feature Included	Scope and Assumptions
Inbound& Outbound Data Interfaces Various data may be loaded into EmpCenter (Inbound interfaces) for employee demographics, time data, time-off bank balances, etc. Calculated data can be collected and extracted (outbound) for payroll, and updates to other County systems.	<p>The following interfaces using CSV flat files are included in scope:</p> <ol style="list-style-type: none"> 1. HR data import from JD Edwards (Inbound) 2. Time-off balances for initializing time-off banks upon go-live (Inbound) 3. Four labor distribution data master lists, one per activity-based costing field (Inbound) 4. Payroll interface to JD Edwards (Outbound) 5. Clinical Scheduling Import (Inbound) 6. Clock Data import (used for testing or collecting punch data from external systems) <p>Based on the information in the RFP, WorkForce has included up to 4 additional interfaces (inbound or outbound) using flat file or ODBC compliant database connections, on a scheduled basis but not in real-time. Web-services or real-time interfaces can be defined, but each will count as two (2) interfaces. The interfaces may</p>

	<p>include payroll, productivity management, financial systems, etc.</p> <p>Based on several sections of the RFP, for inbound interfaces, WorkForce assumes that the County will provide data in WorkForce specified fixed-file length text, CSV, and/or XML formats or ODBC compliant database connections (accessible via VPN) if direct database connections will be used. A single set of rules will be used to map data from the County systems to EmpCenter for each interface file listed above. Outbound interfaces will only use data stored in the EmpCenter database.</p> <p>Historical timesheet data will not be imported.</p>
<p>User Authentication</p> <p>Determines the method and credentials through which users will login to EmpCenter</p>	<p>Configuration for one of the following user authentication options are included to integrate with Microsoft Active Directory, in addition to EmpCenter's built-in user authentication system:</p> <ul style="list-style-type: none"> • Lightweight Directory Access Protocol (LDAP) authentication to allow users to log into EmpCenter using their network ID and password. • Single Sign-on (SSO) authentication to support logging into EmpCenter using the workstation or SSO engine's credentials. With SSO, users will not be prompted for an ID or password when accessing EmpCenter.
<p>Retroactive Processing</p> <p>Gives EmpCenter the ability to recalculate data on past time sheets to aid with corrections.</p>	<p>Automatic retroactive processing is included for:</p> <ul style="list-style-type: none"> • Adjusting prior period pay rates within EmpCenter. This will be triggered automatically by the historic employee pay rate import, or manually by an administrator through the "Manage Retro Calculations" feature within EmpCenter. • Adjusting prior period calculations based on policy configuration. This may only be triggered manually by an administrator through the "Manage Retro Calculations" feature within EmpCenter.



Appendix D: Data Collection Terminal Sites

The table below is a list of Cook County sites that will potentially need one or more Data Collection Terminals installed. The list of 249 potential sites below is not necessarily the final count and the project estimate accommodates functional and technical site surveys at up to 341 Cook County sites.

ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
1		118 N. Clark	1st Floor	Complete	4	4
2		118 N. Clark	2nd Floor	Complete	6	6
3		118 N. Clark	3rd Floor	Incomplete		2
4		118 N. Clark	4th Floor	Complete	2	2
5		118 N. Clark	5th Floor	Complete	3	4
6		118 N. Clark	6th Floor	Incomplete		3
7		118 N. Clark	7th Floor	Incomplete		2
8		118 N. Clark	8th Floor	Complete	2	2
9		118 N. Clark	9th Floor	Complete	2	2
10		118 N. Clark	10th Floor	Complete	3	2
11		118 N. Clark	11th Floor	Complete	1	1
12	Bureau of Administration	69 W. Washington	Lower Level	Incomplete		2
13	HIDTA	69 W. Washington	4th Floor	Incomplete		1
14	County Clerk	69 W. Washington	5th Floor	Incomplete		2
15	Public Guardian	69 W. Washington	7th Floor	Incomplete		2
16	Various Agencies	69 W. Washington	8th Floor	Incomplete		2
17	State's Attorney	69 W. Washington	9th Floor	Incomplete		2
18	Various Agencies	69 W. Washington	10th Floor	Incomplete		2
19	Various Agencies	69 W. Washington	11th Floor	Incomplete		2
20	Various Agencies	69 W. Washington	14th Floor	Incomplete		4
21	Public Defender	69 W. Washington	15th Floor	Incomplete		2
22	Public Defender	69 W. Washington	16th Floor	Incomplete		2

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ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
23	Public Defender	69 W. Washington	17th Floor	Incomplete		2
24	Various Agencies	69 W. Washington	19th Floor	Incomplete		2
25	Various Agencies	69 W. Washington	20th Floor	Incomplete		2
26	Highway	69 W. Washington	21st Floor	Incomplete		2
27	Highway	69 W. Washington	22nd Floor	Incomplete		2
28	Highway	69 W. Washington	23rd Floor	Incomplete		2
29	Highway	69 W. Washington	24th Floor	Incomplete		2
30	Clerk of the Circuit Court	69 W. Washington	25th Floor	Incomplete		2
31	Various Agencies	69 W. Washington	26th Floor	Incomplete		3
32	Bureau of Technology	69 W. Washington	27th Floor	Incomplete		2
33	Various Agencies	69 W. Washington	28th Floor	Incomplete		3
34	Various Agencies	69 W. Washington	29th Floor	Incomplete		2
35	Various Agencies	69 W. Washington	30th Floor	Incomplete		2
36	State's Attorney	69 W. Washington	31st Floor	Incomplete		2
37	State's Attorney	69 W. Washington	32nd Floor	Incomplete		2
38	Chief Judge	69 W. Washington	33rd Floor	Incomplete		2
39	President's Office	69 W. Washington	35th Floor	Incomplete		2
40	Various Agencies	50 W. Washington Street		Incomplete		56
41	Sheriff	2650 S. California Ave	Administration Building	Complete	14	
42	Sheriff	2650 S. California Ave	Lower Level Division 5	Complete	1	
43	Sheriff	2650 S. California Ave	Division 5 Mezz. Level	Complete	1	
44	Sheriff	2650 S. California Ave	Lower Level Division 6	Complete	1	
45	Sheriff	2650 S. California Ave	Facility Management Mezz. Level	Complete	6	
46	Stroger	1900 W. Polk & 1901 W. Harrison Street	Lower Level East	Complete	8	
47	Stroger	1900 W. Polk & 1901 W. Harrison Street	Lower Level West	Complete	9	
48	Stroger	1900 W. Polk & 1901 W. Harrison Street	1st West	Complete	6	
49	Stroger	1900 W. Polk & 1901 W. Harrison Street	1st West	Complete	12	



ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
50	Stroger	1900 W. Polk & 1901 W. Harrison Street	2nd East	Complete	6	
51	Stroger	1900 W. Polk & 1901 W. Harrison Street	2nd West	Complete	7	
52	Stroger	1900 W. Polk & 1901 W. Harrison Street	3rd1	Complete	3	
53	Stroger	1900 W. Polk & 1901 W. Harrison Street	3rd2	Complete	1	
54	Stroger	1900 W. Polk & 1901 W. Harrison Street	3rd4	Complete	1	
55	Stroger	1900 W. Polk & 1901 W. Harrison Street	4th East	Complete	1	
56	Stroger	1900 W. Polk & 1901 W. Harrison Street	4th West	Complete	4	
57	Stroger	1900 W. Polk & 1901 W. Harrison Street	5th 1	Complete	1	
58	Stroger	1900 W. Polk & 1901 W. Harrison Street	5th 2	Complete	1	
59	Stroger	1900 W. Polk & 1901 W. Harrison Street	6th East	Complete	1	
60	Stroger	1900 W. Polk & 1901 W. Harrison Street	6th West	Complete	1	
61	Stroger	1900 W. Polk & 1901 W. Harrison Street	6th South	Complete	1	
62	Stroger	1900 W. Polk & 1901 W. Harrison Street	7th East	Complete	1	
63	Stroger	1900 W. Polk & 1901 W. Harrison Street	7th West	Complete	1	
64	Stroger	1900 W. Polk & 1901 W. Harrison Street	7th South	Complete	1	
65	Stroger	1900 W. Polk & 1901 W. Harrison Street	8th East	Complete	1	
66	Stroger	1900 W. Polk & 1901 W. Harrison Street	8th West	Complete	1	
67	Stroger	1900 W. Polk & 1901 W. Harrison Street	8th South	Complete	1	
68	Fantus Clinic	621 S. Winchester Ave	1st	Complete	5	
69	Fantus Clinic	621 S. Winchester Ave	1st	Complete	5	
70	Fantus Clinic	621 S. Winchester Ave	2nd	Complete	2	
71	Fantus Clinic	621 S. Winchester Ave	3rd	Complete	2	
72	Fantus Clinic	621 S. Winchester Ave	4th	Complete	1	
73	Provident Hospital		Lower Level	Complete	1	
74	Provident Hospital		Radiology 1st Floor	Complete	1	
75	Provident Hospital		ER 1st Floor	Complete	1	
76	Provident Hospital		Medical Records 1st Floor	Complete	1	
77	Provident Hospital		Clinical LAB 1st Floor	Complete	1	



ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
78	Provident Hospital		New Pharmacy Building	Complete	1	
79	Provident Hospital		Sengstackle 1st Floor	Complete	1	
80	Provident Hospital		Sengstackle 2nd Floor	Complete	1	
81	Provident Hospital		Dietary 2nd Floor	Complete	1	
82	Provident Hospital		Patient Accounting 2nd Floor	Complete	1	
83	Provident Hospital		Nursing 2nd Floor	Complete	1	
84	Provident Hospital		SPD 2nd Floor	Complete	1	
85	Provident Hospital		Main Hall 3rd Floor	Complete	1	
86	Provident Hospital		ICU 3rd Floor	Complete	1	
87	Provident Hospital		East End 4th Floor	Complete	1	
88	Provident Hospital		East End 5th Floor	Complete	1	
89	Provident Hospital		West End 5th Floor	Complete	1	
90	Provident Hospital		East End 6th Floor	Complete	1	
91	Provident Hospital		West End 6th Floor	Complete	1	
92	Provident Hospital		East End 7th Floor	Complete	1	
93	Provident Hospital		East End 8th Floor	Complete	1	
94	Provident Hospital		West End 8th Floor	Complete	1	
95	Oak Forest Hospital	15901 South Harlem	B	Complete	1	
96	Oak Forest Hospital	15901 South Harlem	B	Complete	2	
97	Oak Forest Hospital	15901 South Harlem	D 1st Floor	Complete	1	
98	Oak Forest Hospital	15901 South Harlem	Sec	Complete	1	
99	Oak Forest Hospital	15901 South Harlem	Grounds	Complete	1	
100	Oak Forest Hospital	15901 South Harlem	Central Warehouse	Complete	1	
101	Oak Forest Hospital	15901 South Harlem	Kitchen	Complete	1	
102	Oak Forest Hospital	15901 South Harlem	Dietary	Complete	1	
103	Oak Forest Hospital	15901 South Harlem	Physical Plant	Complete	1	
104	Oak Forest Hospital	15901 South Harlem	Quincy	Complete	1	
105	Oak Forest Hospital	15901 South Harlem	B 1st Floor	Complete	1	



ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
106	Oak Forest Hospital	15901 South Harlem	E 1st Floor	Complete	2	
107	Oak Forest Hospital	15901 South Harlem	F 1st Floor	Complete	1	
108	Oak Forest Hospital	15901 South Harlem	H 1st Floor	Complete	1	
109	Oak Forest Hospital	15901 South Harlem	J 1st Floor	Complete	2	
110	Oak Forest Hospital	15901 South Harlem	J 1st Floor	Complete	1	
111	Oak Forest Hospital	15901 South Harlem	J 2nd Floor	Complete	1	
112	Oak Forest Hospital	15901 South Harlem	Admin	Complete	1	
113	Oak Forest Hospital	15901 South Harlem	Synagogue	Complete	1	
114	Oak Forest Hospital	15901 South Harlem	Sneed 1st	Complete	1	
115	Oak Forest Hospital	15901 South Harlem	Sneed 2nd	Complete	1	
116	Cermak Health Services & JTDC Medical		Cermak Health Services & JTDC	Complete	7	7
117	CORE Center		CORE Center	Complete	2	2
118	Department of Public Health		Logan Square County Health Center	Complete	1	
119	Department of Public Health		Vista County Health Center	Complete	1	
120	Department of Public Health	6633 South Woodlawn	Woodlawn Adult Health Center	Complete	1	
121	Department of Public Health	3525 S. Michigan	Near South Health Center	Complete	1	
122	Department of Public Health	25 W 47th Street	Beethoven Elementary School	Complete	1	
123	Department of Public Health	4934 S Wabash Ave	DuSable High School	Complete	1	
124	Department of Public Health	1240 South Damen Avenue	Chicago Children's Advocacy Center	Complete	1	
125	Department of Public Health	2424 South Pulaski Ave	Dr. Jorge Prieto Family Health Center	Complete	1	
126	Department of Public Health	5912 West Cermak Ave	Cicero Health Center of Cook County	Complete	1	
127	Department of Public Health	2423 South Austin Blvd.	Morton East High School	Complete	1	
128	Department of Public Health	13450 S. Kedzie Ave.	Robbins Health Center of Cook County	Complete	1	
129	Department of Public Health	627 S. Wood	Garfield Health Center	Complete	1	
130	Department of Public Health	1135 West 69th Street	Durand-Hektoen	Complete	8	
131	Department of Public Health		Englewood East	Complete	1	

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ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
132	Rolling Meadows Courthouse	2121 Euclid	Lower Level C	Complete	1	
133	Rolling Meadows Courthouse	2121 Euclid	Lower Level D	Complete	2	
134	Rolling Meadows Courthouse	2121 Euclid	Main Floor C	Complete	6	
135	Rolling Meadows Courthouse	2121 Euclid	Main Floor D	Complete	2	
136	Rolling Meadows Courthouse	2121 Euclid	Upper Level A&B	Complete	1	
137	Rolling Meadows Courthouse	2121 Euclid	Upper Level C	Complete	4	
138	Rolling Meadows Courthouse	2121 Euclid	Upper Level D	Complete	4	
139	Markam Courthouse	16501 S Kedzie Parkway	Lower Level C	Partially complete	1	
140	Markam Courthouse	16501 S Kedzie Parkway	Lower Level D	Partially complete	2	
141	Markam Courthouse	16501 S Kedzie Parkway	Main Floor C	Partially complete	6	
142	Markam Courthouse	16501 S Kedzie Parkway	Upper Level A&B	Partially complete	1	
143	Markam Courthouse	16501 S Kedzie Parkway	Upper Level C	Partially complete	4	
144	Markam Courthouse	16501 S Kedzie Parkway	Upper Level D	Partially complete	4	
145	Bridgeview Courthouse	10220 S. 78th Avenue	Lower Level C	Partially complete	1	
146	Bridgeview Courthouse	10220 S. 78th Avenue	Lower Level D	Partially complete	2	
147	Bridgeview Courthouse	10220 S. 78th Avenue	Main Floor C	Partially complete	6	
148	Bridgeview Courthouse	10220 S. 78th Avenue	Main Floor D	Partially complete	2	
149	Bridgeview Courthouse	10220 S. 78th Avenue	Upper Level A&B	Partially complete	1	

Cook County Government SOW



ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
150	Bridgeview Courthouse	10220 S. 78th Avenue	Upper Level C	Partially complete	4	
151	Bridgeview Courthouse	10220 S. 78th Avenue	Upper Level D	Partially complete	4	
152	Maywood Courthouse	1500 Maybrook Drive	B	Partially complete	1	
153	Maywood Courthouse	1500 Maybrook Drive	Lower Level East	Partially complete	1	
154	Maywood Courthouse	1500 Maybrook Drive	Main Floor East	Partially complete	1	
155	Maywood Courthouse	1500 Maybrook Drive	Main Floor West	Partially complete	1	
156	Maywood Courthouse	1500 Maybrook Drive	Upper Level East	Partially complete	1	
157	Maywood Courthouse	1500 Maybrook Drive	Upper Level West	Partially complete	1	
158	Maywood Courthouse	1500 Maybrook Drive	1st Floor	Partially complete	3	
159	Maywood Courthouse	1500 Maybrook Drive	1 East	Partially complete	1	
160	Maywood Courthouse	1500 Maybrook Drive	1 West	Partially complete	2	
161	Maywood Courthouse	1500 Maybrook Drive	2nd Floor	Partially complete	3	
162	Maywood Courthouse	1500 Maybrook Drive	2 East	Partially complete	2	
163	Maywood Courthouse	1500 Maybrook Drive	2 West	Partially complete	1	
164	Skokie Courthouse	5600 W. Old Orchard Rd	5600 Old Orchard	Complete	1	
165	Skokie Courthouse	5600 W. Old Orchard Rd	Adult Probation	Complete	2	

Cook County Government SOW



ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
166	Skokie Courthouse	5600 W. Old Orchard Rd	Board of Review	Complete	1	1
167	Skokie Courthouse	5600 W. Old Orchard Rd	Building and Zoning -Recorder of Deeds	Complete	1	1
168	Skokie Courthouse	5600 W. Old Orchard Rd	Clerk of the Circuit Court	Complete	2	2
169	Skokie Courthouse	5600 W. Old Orchard Rd	County Clerk	Complete	1	1
170	Skokie Courthouse	5600 W. Old Orchard Rd	County Assessor	Complete	1	1
171	Skokie Courthouse	5600 W. Old Orchard Rd	Court Services	Complete	2	2
172	Skokie Courthouse	5600 W. Old Orchard Rd	Custodial	Complete	1	1
173	Skokie Courthouse	5600 W. Old Orchard Rd	Interpreter Services	Complete	1	1
174	Skokie Courthouse	5600 W. Old Orchard Rd	Jury Assembly Room	Complete	1	1
175	Skokie Courthouse	5600 W. Old Orchard Rd	Juvenile Probation	Complete	1	1
176	Skokie Courthouse	5600 W. Old Orchard Rd	Law Library	Complete	1	1
177	Skokie Courthouse	5600 W. Old Orchard Rd	Office of the Presiding Judge	Complete	1	1
178	Skokie Courthouse	5600 W. Old Orchard Rd	Operations, Construction and Management	Complete	1	1
179	Skokie Courthouse	5600 W. Old Orchard Rd	Probation-Pretrial Services	Complete	1	1
180	Skokie Courthouse	5600 W. Old Orchard Rd	Public Defender	Complete	1	1
181	Skokie Courthouse	5600 W. Old Orchard Rd	Recorder of Deeds	Complete	1	1
182	Skokie Courthouse	5600 W. Old Orchard Rd	Sheriff's Police	Complete	1	1
183	Skokie Courthouse	5600 W. Old Orchard Rd	Social Services	Complete	1	1
184	Skokie Courthouse	5600 W. Old Orchard Rd	State's Attorney	Complete	2	2
185	Juvenile Temporary Detention Center	1100 S. Hamilton Ave	Concourse Area/Basement	Incomplete	1	1
186	Juvenile Temporary Detention Center	1100 S. Hamilton Ave	Main Entrance	Incomplete	3	3
187	Juvenile Temporary Detention Center	1100 S. Hamilton Ave	Ground Floor	Incomplete	1	1
188	Juvenile Temporary Detention Center	1100 S. Hamilton Ave	2nd Floor	Incomplete	1	1
189	Juvenile Temporary Detention Center	1100 S. Hamilton Ave	3rd Floor	Incomplete	1	1
190	Unknown	10220 S. 76th Ave., Suite 3061		Incomplete	1	1
191	Unknown	2800 S. California Ave.		Incomplete	1	1
192	Unknown	2323 S. Rockwell Ave., Suite 600		Incomplete	2	2
193	Unknown	1010 Lake St., Suite 300		Incomplete	1	1

WorkForce Software Statement of Work for Cook County – Version 4.0

Cook County Government SOW



ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
194	Unknown	9511 W. Harrison, Desplaines, IL		Incomplete		1
195	Unknown	2801 S Rockwell, Chicago, IL 60608		Incomplete		1
196	Unknown	3026 S. California		Incomplete		1
197	Unknown	5555 W. Grand, Chicago, IL 60639		Incomplete		1
198	Unknown	555 W. Harrison, Chicago, IL 60639		Incomplete		1
199	Unknown	2940 W. 31st Street		Incomplete		1
200	Unknown	155 W. 51st Street, Chicago, IL 60609		Incomplete		1
201	Unknown	1311 Maybrook Drive, Maywood, IL		Incomplete		1
202	Unknown			Incomplete		1
203	Unknown	1501 Maybrook Drive, Maywood, IL		Incomplete		1
204	Unknown	2000 N. 5th Avenue, , River Grove, IL 60171	Robert Collins Building	Incomplete		1
205	Unknown	10900 S. 88th Ave, Palos Hills		Incomplete		1
206	Unknown	20612 W. Aresenal Rd, Elwood, IL		Incomplete		1
207	Unknown	103rd and Woodlawn		Incomplete		1
208	Unknown	2121 West Harrison Street, Chicago		Incomplete		1
209	Forest Preserve District	536 North Harlem	General Office	Incomplete		
210	Forest Preserve District	536 North Harlem	Human Resources	Incomplete		
211	Forest Preserve District	536 North Harlem	Planning & Development	Incomplete		
212	Forest Preserve District	536 North Harlem	Resources Management	Incomplete		
213	Forest Preserve District	536 North Harlem	Recreation	Incomplete		
214	Forest Preserve District	536 North Harlem	Maintenance	Incomplete		
215	Forest Preserve District	69 West Washington	Legal Department, 20th Floor	Incomplete		
216	Forest Preserve District	69 West Washington	Finance and Administration, 20th Floor	Incomplete		
217	Forest Preserve District	640 Cosman Road		Incomplete		
218	Forest Preserve District	1140 Harms Road		Incomplete		
219	Forest Preserve District	500 Ogden Avenue		Incomplete		
220	Forest Preserve District	6797 West 147th Street		Incomplete		
221	Forest Preserve District	3 Stover Road		Incomplete		

Cook County Government SOW



ID	Agency	Address	Location	Survey Status	Existing Clocks	Estimated Clocks
222	Forest Preserve District	3120 Milwaukee Avenue		Incomplete		
223	Forest Preserve District	738 Thatcher Avenue		Incomplete		
224	Forest Preserve District	9800 South 104th Avenue		Incomplete		
225	Forest Preserve District	12545 West 111th Street		Incomplete		
226	Forest Preserve District	15891 Paxton Avenue		Incomplete		
227	Forest Preserve District	One Aloha Lane		Incomplete		
228	Forest Preserve District	87th & Western Avenue		Incomplete		
229	Forest Preserve District	9901 Willow Springs Road		Incomplete		
230	Forest Preserve District	8800 West Belmont Avenue		Incomplete		
231	Forest Preserve District	8633 Harts Road		Incomplete		
232	Forest Preserve District	3500 South Rohlwing Road		Incomplete		
233	Forest Preserve District	9901 Willow Springs Road		Incomplete		
234	Forest Preserve District	2405-17th Avenue		Incomplete		
235	Forest Preserve District	P.O. Box 440		Incomplete		
236	Forest Preserve District	13800 South Harlem Avenue		Incomplete		
237	Forest Preserve District	2199 South First Avenue, Maywood	Maintenance Shop	Incomplete		
238	Forest Preserve District	2199 South First Avenue, Maywood	Well Division	Incomplete		
239	Forest Preserve District	2199 South First Avenue, Maywood	Garage	Incomplete		
240	Forest Preserve District	2199 South First Avenue, Maywood	Trades	Incomplete		
241	Forest Preserve District	7600 West Ogden Avenue		Incomplete		
242	Forest Preserve District	1100 River Oaks Drive		Incomplete		
243	Forest Preserve District	6200 West Devon Avenue		Incomplete		
244	Forest Preserve District	536 North Harlem		Incomplete		
245	Forest Preserve District	6100a North Central Avenue		Incomplete		
246	Forest Preserve District	Law Enforcement - Area 1 (Northwest)		Incomplete		
247	Forest Preserve District	Law Enforcement - Area 4 (Central)		Incomplete		
248	Forest Preserve District	12545 West 111th Street		Incomplete		
249	Forest Preserve District	13700 - 110th Avenue		Incomplete		



Appendix E: Draft Project Plan



Cook County Draft
Project Plan RV 2.0.m

EXHIBIT 2

**PURCHASE OF DATA COLLECTION EQUIPMENT
AND RELATED SUPPORT SERVICES**

EXHIBIT 2

PURCHASE OF DATA COLLECTION EQUIPMENT AND RELATED SUPPORT SERVICES

This Exhibit is made part of and governed by the terms and conditions of the Cook County Professional Services Agreement between the Customer and WorkForce (the "Agreement"), except as provided in this Exhibit. Customer may purchase the following data collection equipment, badges, and related accessories (collectively the "DCTs" or "Products") and a Support Plan for such Products from WorkForce.

Item #	Description	Qty	List Price	Discounted Price	Extended
Item 1	EmpCenter 2200 Self Service Terminal (replaces EmpCenter 3000) with color screen and battery backup – Barcode reader, biometric, Power over Ethernet	660	\$2,746.00	\$1,658.66	\$1,094,715.60
Support Plan	Premium Support for Item 1 – Year 1	660	\$274.60	\$130.11	\$85,872.60
Support Plan	Premium Support for Item 1 – Year 2	660	\$274.60	\$130.11	\$85,872.60
Support Plan	Premium Support for Item 1 – Year 3	660	\$274.60	\$130.11	\$85,872.60
Total Amount Due					\$1,352,333.40

Additional Product Pricing

Product	List Price	Discounted Price
EmpCenter 1000 Terminal with battery backup – Barcode reader, biometric, Power over Ethernet	\$2,046	\$1,336
EmpCenter 2100 Severe Duty Terminal with battery backup – Barcode reader, biometric, Power over Ethernet	\$3,046	\$1,828

Workforce agrees to sell such Products under the following additional terms and conditions:

- The total anticipated amount due under this Exhibit is \$1,352,333.40. Final Product quantities will be determined after completion of functional surveys, technical site surveys and an approved deployment schedule with this order adjusted accordingly.
- WorkForce will provide the discounted pricing above for a period of 24 months from the effective date of the Agreement. From that point forward, WFS will honor a 40% discount from list price on the above DCT's and comparable DCT's available at that time.
- Payment for the final Products ordered is due Net 60 after delivery of the Products to the Customer. The annual support period begins at delivery of the Products to the Customer. Payment for the Support Plan is due annually in advance of each new annual support period. Customer will pay all taxes due on the Products (except for taxes on the net income of Workforce), including sales, excise, and use taxes unless it certifies it is exempt from such taxes. All prices are exclusive of shipping and handling charges which will be paid by Customer. Customer is responsible for installation unless it has contracted with Workforce for installation under separate Agreement.
- WORKFORCE DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS OR ANY PORTION THEREOF WILL BE ERROR FREE OR OPERATE UNINTERRUPTED OR THAT WORKFORCE WILL CORRECT ALL ERRORS. WORKFORCE MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR WORKFORCE'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND WORKFORCE HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- In no event shall Workforce be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Products, whether alleged as a breach of contract or tortious conduct, including negligence. The limitation of liability specified in this paragraph apply regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether Workforce has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term. Workforce's liability hereunder for damages shall not, in any event, exceed the amounts paid for the Products amortized on a straight line basis over a three (3) year period from the date of delivery.
- Details of the DCT Support Plan are attached as Exhibit 4 – Managed Services and are incorporated herein by reference.

Except as expressly set forth herein, the terms and conditions of the Agreement remain in full force and effect.

EXHIBIT 3

**WORKFORCE SOFTWARE EMPCENTER DELIVERED
SCHEDULE OF PRODUCTS AND SERVICES**

EXHIBIT 3 **WORKFORCE SOFTWARE EMPCENTER™ DELIVERED SCHEDULE OF PRODUCTS AND SERVICES**

- 1) This schedule ("Schedule") is made a part of the Cook County Professional Services Agreement (the "Agreement") between Workforce Software Inc. ("Workforce") and the "Customer". All capitalized terms shall have the meaning set forth herein or as specified in the Agreement.
- 2) This Schedule lists the items ordered by Customer, prices, payment terms, and conditions which apply to these services.
- 3) Except as expressly set forth herein, the terms and conditions of the Agreement remain in full force and effect.

Customer: Cook County Illinois

Schedule Effective Date: December 31, 2013

Contract Ends: December 31, 2016

Service Ordered	Description of Service Provided	Quantity	Fees and Payment Terms
1. Application Software	The following EmpCenter software applications and extensions will be provided on the Online Service: <div><div><div>Time and Attendance Bundle:</div><div><div><div>1. Time & Attendance Base Application</div><div>2. Accruals</div><div>3. Attendance Point Tracking and Alert Manager</div><div>4. Employee Self-Service</div><div>5. Activity Based Costing</div><div>6. Multiple Assignments</div><div>7. Public Sector Policy Templates</div><div>8. Data Collection Terminal Server</div><div>9. Interface Connect</div><div>10. ACT - Base Application</div><div>11. ACT - Employee Self Service</div><div>12. EmpCenter Analytics</div><div>13. ACT - Leave Regulation Update Service - 2-5 States</div></div></div><div><div>Definitions and Restrictions</div><div>The definitions and terms below govern the quantity and usage of the Application Software.</div><div><div>1. Applications and extensions are licensed by Active Employee unless specified otherwise. "Active Employee" means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records that are being processed on a recurring or regular basis with the Application Software.</div><div>2. The EmpCenter Time and Attendance Base Application includes five (5) Named User license to the Report Authoring Seat at no additional charge. "Named User" is an individual authorized by Customer to use the Application Software module regardless of whether the individual is actively using the programs at any given time. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the Application Software.</div><div>3. Although Workforce may provide access to Customer to modules other than those licensed, Customer may use only the modules of the Application Software specified in this Attachment.</div></div></div></div></div>	24,000 Active Employees	<div>Fee Per Employee Per Month \$1,393</div> <div>Overage Fee \$1.50 per month for additional Active Employees in the Production Environment based on peak monthly usage</div> <div>Total Amount Due Year 1 - \$200,592 (December 31, 2013 to December 31, 2014) Year 2 - \$401,184 (January 1, 2015 to December 31, 2015) Year 3 - \$401,184 (January 1, 2016 to December 31, 2016) Total Amount Due under this Agreement - \$1,002, 960</div> <div>Payments Terms SaaS fee payment schedule is as follows: ➤ Year 1 - \$100,296 invoiced on April 1, 2014 ➤ Year 1 - \$100,296 invoiced on July 1, 2014 ➤ Year 2 - \$200,592 invoiced on January 1, 2015 ➤ Year 2 - \$200,592 invoiced on July 1, 2015 ➤ Year 3 - \$200,592 invoiced on January 1, 2016 ➤ Year 3 - \$200,592 invoiced on July 1, 2016 ➤ Overage Fees for Active Employees over 24,000 will be billed at the end of each month. ➤ The above Fee Per Employee Per Month and Overage Fee are valid through December 31, 2018 ➤ Beginning January 1, 2019 and for each extension period thereafter, hosting fee increases are capped at 5% for the period calculated from the prior year.</div>
2. Support Services	➤ Gold Support Plan, includes unlimited telephone and web support	1 support plan	No additional charge - included in fees above
3. Environments	➤ One (1) Production Environment ➤ One (1) Test Environment - may not be used for live or production use ➤ One (1) Development Environment - may not be used for live or production use ➤ One (1) Training Environment - may not be used for live or production use ➤ A private VPN will be setup between WorkForce and Customer (to Workforce's primary hosting facility and to Workforce's secondary facility). The VPN is to be used for private file transfer, badge readers, data exchange to/from Customer's Related Systems, administrative access, report writing, and/or authentication.	4 environments	No additional charge - included in fees above Each additional Environment can be provided for a fee of \$0.25 per employee per month.
4. VPN		1 VPN	No additional charge - included in fees above. Includes up to 10 hours of assistance and guidance regarding VPN setup issues.

EXHIBIT 3
WORKFORCE SOFTWARE EMPCENTER™ DELIVERED SCHEDULE OF PRODUCTS AND SERVICES

Service Ordered	Description of Service Provided	Quantity	Fees and Payment Terms
5. Environment Refreshes	➤ Workforce will, upon request of Customer, duplicate data between any Production, Development or Test environment.	10 per year	No charge for the first 10 duplications each year. Each additional Environment Refresh will be performed for a fee of \$1,850.
6. Software License Purchase	➤ Purchase of a perpetual license for Customer to host in-house or by a 3 rd party other than WorkForce. This license would grant perpetual use of the Time and Attendance Bundle identified in this Schedule.	0	Customer is given the right to purchase a perpetual license for the Time and Attendance Bundle identified in this Schedule from WorkForce under a separately negotiated License and Support Agreement and Schedule for a one-time license fee of \$597,000. In addition to the license fee, Customer may purchase a separate Support Plan for 20% of the license fee charged annually. Customer will self-host or have a 3 rd party other than WorkForce host this software and none of the SaaS Service provisions in the PSA would apply. This pricing is valid for 6 months from the Schedule Effective Date. After this date, WorkForce will provide a 40% discount on a software purchase based upon the then current software cost.

Attachments
[x] Exhibit 4 – Managed Services

EXHIBIT 4

EMPCENTER MANAGED SERVICES

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

WorkForce Software is providing the following Managed Services under the terms of the Professional Services Agreement. This Exhibit 4 sets forth the Support, SLAs and Managed Services for the Application Software and DCTs ordered by the County pursuant to one or more Exhibits to this Agreement. All such Exhibits shall make reference to this Agreement and be incorporated herein by reference.

Managed Support Services to be provided under this Agreement:

- Appendix 1: Software and DCT Support Plan – Summary of the WorkForce Software Support Plan for Application Software or DCT related issues
- Appendix 2: Service Level Agreement – General Service Levels provided under this Agreement relating to the Application Software and Managed Services
- Appendix 3: Additional Managed Services – Additional Services to be delivered under this Agreement

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

APPENDIX 1

SOFTWARE AND DCT SUPPORT PLAN

Service Levels	Gold Level Support and Premium Level Support Details
Standard Support Hours - 7:30 am – 7:30 pm Central Time, M-F except holidays	(see Note 2)
24 x 7	(see Note 3)
Response Times (see Note 4)	
Severity 1	1 Hour
Severity 2	2 Hours
Severity 3	1 Business Day
Estimated Timeframe to Provide Resolution or Workaround	
Severity 1 - a critical problem that renders one or more key portions of the software or DCT's unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.	2 hours from initial response
Severity 2 - any other critical problem that renders one or more key portions are unusable.	1 business day from initial response
Severity 3 - means any other problem with the software that is not at the Severity 1 or Severity 2 level.	3 business days (provided such incident does not require a patch or new release)
Turnaround on DCT Repairs or Replacements	Next Business Day (see Note 10)
Toll-free Support Line	✓
Senior Support Consultants	✓
Product Updates	
Priority Patch Release Scheduling (see Note 5)	✓
New Releases	✓
Discounts on Replacement DCT Terminals (See Note 9)	20%
Account Management	
Quarterly Account Review (see Note 6)	✓
Assigned Support Manager	✓
Support Services	
Support Hours per Year	Unlimited
Authorized Support Contacts	25 EmpCenter Subject Matter Experts
Discount on Professional Services (see Note 12)	25%
Training Services	
Access to Quarterly Webinar/Training Sessions	✓
Training Webinars on New Releases	✓
Discounts on Training Courses (see Note 7)	30%
Other	
Advisory Board Membership	✓
EmpCenter Support #	800-519-8945

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

Support Plan Notes and Provisions

General Provisions

1. County will be provided WorkForce Software Gold Software Support and Premium DCT Support under this Plan.
2. WorkForce holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas in the United States.
3. Under the Support Plan, phone support for Severity 1 and Severity 2 problems is included at no charge. Support for Severity 3 incidents is available outside of the standard call support times at a charge of \$250 plus Professional Service fees for all time spent, regardless of the cause of the problem (except for problems where EmpCenter™ Online was unavailable). WorkForce Software will make commercially reasonable efforts to provide all Severity 3 support during the Standard Support Hours.
4. Response time is the time from when the County places a call or sends an email into WorkForce until it is assigned to a WorkForce technical or functional support resource and a return call/email is made. Note that the WorkForce Call Center is accessed at the telephone number above and provides immediate incident logging 24 hours per day..
5. Under the Support Plan, County gets priority scheduling for the release of patches for incidents which are affecting County.
6. WorkForce shall perform a quarterly review with County of outstanding support issues with a senior support team member and an assigned Support Manager. During this review, WorkForce will provide recommendations on issues affecting County and may recommend configuration changes, product patches, or upgrades to County's configuration based on its review.
7. County is provided a discount on regularly scheduled, non-private courses at WorkForce's facilities.
8. WorkForce may modify the service levels, fees, and offerings of the Support Plan, but such changes shall not apply to the Support Plan for the current Support Period. Support Period shall mean the period of time that Customer is covered under a Support Plan.

DCT Provisions

9. The Support Plan covers the cost of parts, labor, and shipping of DCT's to your facility for any covered repairs for manufacturer's defects and manufacturer's workmanship of the DCT. County is responsible for shipping charges to WorkForce. To make a support claim, County shall first contact WorkForce Software and speak to our support department. After diagnosis and upon authorization, you will be provided shipping instructions to return the unit to WorkForce Software for repair.
10. Under the Support Plan, WorkForce ships a replacement DCT overnight at no cost to County the same business day (or the next business day for calls after 3 pm Eastern Time) within the continental United States. County ships the faulty DCT to WorkForce concurrently via ground shipping. If the faulty DCT is not received within 10 business days, County will be invoiced for the DCT shipped.
11. The Support Plan only covers DCT repairs or replacement units of the same type and model. If parts or replacement units are not available, a next generation DCT will be provided. County will receive the next generation DCT at 20% off of the list price of the new DCT, less the fair market value of the old DCT (original price depreciated over 10 years).
12. The Support Plan provides for a 25% discount on all professional services related to the installation or reconfiguration of new DCTs.
13. Discounts and replacement options do not apply to IVR systems. Contact WorkForce for additional information on IVR.
14. Normal wear and tear and intentional damage to equipment is excluded and fees for such DCTs will be chargeable to County at WorkForce's standard charges for parts and labor upon receipt of any such DCT. WorkForce makes no representations on the availability of parts or replacement units. WorkForce reserves the right to deliver new DCTs, repaired DCTs, or refurbished DCTs at its option for any covered repair. WorkForce Software's obligation shall be subject to our determination that the DCT has not been modified, serviced, or repaired by any other party and that the product was installed and operated within the product specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. The Support Plan extends solely to the original purchaser of the DCT and all claims must be made by the purchaser and not any party who the DCT was transferred to.
15. THE SUPPORT PLAN EXPRESSLY PROVIDED HEREIN IS THE SOLE WARRANTY AND OBLIGATION OF WORKFORCE WITH RESPECT TO THE DCT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WORKFORCE SOFTWARE BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS, OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WORKFORCE SOFTWARE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WORKFORCE'S LIABILITY SHALL IN ANY EVENT BE LIMITED TO THE REPAIR, REPLACEMENT, OR IF NEITHER IS FEASIBLE, A REFUND OF THE RENTAL FOR THE PERIOD THE DCT IS NOT FUNCTIONING OR THE PURCHASE PRICE OF THE DCT AS APPLICABLE.
16. The Support Plan provides for full intellectual property indemnification of the DCT Software while under support.

EXHIBIT 4 EMPCENTER® MANAGED SERVICES

APPENDIX 2

SERVICE LEVEL AGREEMENT

WorkForce shall provide the following general service levels for the Online Service during the term of County's use of such service.

Service Area	Service Level Commitment
Uptime Commitment	<ul style="list-style-type: none"> ➤ Production environments: 99.9% ➤ Test environments: 95%
Backup Services	<ul style="list-style-type: none"> ➤ WorkForce shall backup all County data in its entirety every seven (7) days ➤ WorkForce shall backup all changes to County data every twenty four (24) hours
Data Storage	<ul style="list-style-type: none"> ➤ Data will be kept online for 7 years.
Archive Storage and Data Purge	<ul style="list-style-type: none"> ➤ WorkForce Software, at its discretion, may archive data that is older than 7 years. Archived data will be sent to the customer, and then the data will be purged from the production system. WorkForce will provide the County a backup file of the full database (using the native backup tools in the database) before WorkForce archived (deleted) the older data from the database.

Notes, Definitions, and Additional Terms

The following notes, definitions, and additional terms are an integral part of the Service Level Agreement.

1. "Available Hours" shall mean all the hours in any timeframe assuming 24x7 access, less any Excused Downtime.
2. "Downtime" shall mean all hours in any timeframe where the Online Service is not available, excluding the Excused Downtime.
3. "Excused Downtime" shall mean collectively all of the following: (i) scheduled network, hardware software, or service maintenance periods; (ii) downtime caused by the acts or omissions of County or County's employees, agents, contractors, or vendors, or anyone gaining access to the Online Service by means of County's passwords or equipment; (iii) downtime caused by a failure of the Internet; (iv) downtime caused by the occurrence of any event that is beyond WorkForce's reasonable control; (v) scheduled downtime for conversion or upgrade periods where the Online Service or data is being migrated to a new release; (vi) the period of time during and immediately after a Disaster while services are being switched to alternate facilities and then back to the primary facilities; (vii) downtime requested by County.
 - Regarding Internet failure, WorkForce has redundant Internet links from diverse vendors, a reasonable control for Internet connectivity. If one of those vendors goes down, WorkForce can reroute traffic. WorkForce are responsible for maintaining those connections, including having enough capacity in each connection to handle peak load. But peering points in the Cloud somewhere between WorkForce and the County cannot be controlled, nor can WorkForce control the County's Internet connectivity. For example, WorkForce cannot be responsible for Internet congestion in Chicago's Internet Exchange between Internet providers that negatively affects latency, packet loss, or availability including an example as well where the County has an Internet outage.
4. "Uptime" shall mean the number of hours the Online Service is available during any timeframe.
5. Actual uptime for the purpose of determining the compliance with the Uptime Commitment is calculated as the Uptime in any timeframe divided by the Available Hours.
6. In order for WorkForce Software to maintain the Uptime Commitment and properly deliver all other services herein, County shall notify WorkForce at least sixty (60) days in advance of any period when it reasonably believes the number of Active Employees or peak usage transaction volume to the Online Service may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase.
7. The Uptime Commitment does not apply in the first thirty (30) days of this Agreement, during which time WorkForce shall setup the Online Service for County.
8. The Uptime Commitment does not apply during a Disaster and shall be reinstated again only after service has been fully restored at the primary facility.
9. Access to archived data, if available, will be quoted to County, provided as a Professional Service, and may be made available as a database extract or in a test environment
10. "Client Coverage Hours" are 7:30 am Central Time – 7:30 pm Central Time, weekdays except holidays.
11. County will contact a live person when reporting issues to WorkForce Support.
12. "Escalation Threshold" shall mean open/unresolved issues are escalated to the next level manager once this threshold has been reached.

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

APPENDIX 2 - Continued

Response Time and Escalation

Issue/Outage	Priority	Response Time	Resolution Time	Escalation Threshold to Manager	Escalation Threshold to VP
<p>Client experiences a complete loss of access to and use of the Production Environment. Work cannot reasonably continue, the operation is mission critical to the business and the situation is an emergency. A Severity Level 1 Incident results from an Infrastructure outage or a component (system process) level failure, and has one or more of the following characteristics:</p> <ul style="list-style-type: none"> • Environment is down and/or inaccessible by Client's End Users • Data is corrupted, resulting in a complete halt to Client's business operations • Environment hangs indefinitely, causing indefinite delays for critical resources or response • Production payroll processing issues as well as upstream issues that are preventing payroll procession are Severity 1. • Production environment access not available issues, outside of normal maintenance periods, are Severity 1. 	Severity 1	1 hour	4 hours from initial response	1 hour	2 hour
Client experiences a severe loss of access to and use of the Production Environment. No mutually acceptable workaround or alternative is available; however, business operations in the Production Environment can continue to be conducted in a restricted fashion.	Severity 2	2 hours	1 business day from initial response	8 business hours	8 business hours
Client experiences a minor loss of access to and use of the Production Environment. The impact is an inconvenience, which may require a workaround to restore functionality.	Severity 3	1 business day	3 business days (provided such incident does not require a patch or new release)	Initiated by Client	Initiated by Client

The County Director of ERP retains the right to escalate and dispute the Severity classification of any Incident to the WorkForce Support Manager or Services VP if such escalation is reasonable in nature.

Support Tiers

The following details and describes Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial support ticket is created. The issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by Vendor's most experienced, senior Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

APPENDIX 2 - Continued

Service Level Agreements

A. Support Desk Response

The Vendor's support desk response time will be at or below the response times listed for Severity 1 tickets 95% of the time in any given month. For any month that Vendor does not meet this standard we will credit your account 5% of the monthly hosting fee per occurrence, up to 100% of your monthly fee.

The Vendor's support desk response time will be at or below the response times listed for Severity 2 and 3 issues 90% of the time in any given month. For any month that Vendor does not meet this standard we will credit your account 2.5% of the monthly hosting fee per occurrence, up to 100% of your monthly fee.

Support Desk Response credits due Client will be applied on the following month's invoice.

For purposes of this SLA a "Failure to Respond" occurs when Vendor is in receipt of a service ticket and the Vendor's Support Desk fails to respond to the Client within the timeframe defined in the SLA table. Vendor's receipt of a service ticket will be at step 1 in the Support Desk process. Vendor's response to the service ticket will be the initial contact the Support Desk has with the Client. The elapsed time between these two (2) events represents the response time.

B. Support Desk Escalation

The Vendor's support desk escalation period will be at or below the escalation periods listed for Severity 1 issues 95% of the time. For any month that Vendor does not meet this standard we will credit your account 5% of the monthly hosting fee per occurrence, up to 100% of your monthly fee.

The Vendor support desk escalation period will be at or below the escalation periods listed for Severity 2 and 3 issues 90% of the time. For any month that Vendor does not meet this standard we will credit your account 2.5% of the monthly hosting fee per occurrence, up to 100% of your monthly fee.

Support Desk Escalation credits due Client will be applied on the following month's invoice.

For the purposes of this SLA a "Failure to Escalate" means when a ticket has been open longer than the defined threshold and the appropriate manager has not been notified.

C. EmpCenter Online Service Availability

WorkForce's web interface will be available 99.9% ("Availability Threshold") of the time in a given month, excluding Excused Downtime. "Excused Downtime" shall mean collectively all of the following: (i) scheduled network, hardware software, or service maintenance periods; (ii) downtime caused by the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the Online Service by means of Client's passwords or equipment; (iii) downtime caused by a failure of the internet, phone network, cell phone network, and other transmission methods by which the Online Service is delivered; (iv) downtime caused by the occurrence of any event that is beyond Vendor's reasonable control; (v) scheduled downtime for conversion or upgrade periods where the Online Service or data is being migrated to a new release; (vi) the period of time during and immediately after a Disaster while services are being switched to alternate facilities and then back to the primary facilities; (vii) downtime requested by County; (viii) downtime of the portion of the Online Service provided by third party content vendors.

WorkForce's web interface being unavailable occurs when the Client is unable to login through the web interface.

- This will be measured through an automated login probe (script) that will poll the web interface.

Vendor will credit Client's account 5% of the monthly hosting fee for each 0.5% below the Availability Threshold for this downtime. (As an example, if the monthly Availability Threshold was 99.8%, WorkForce would credit the County 5% of the monthly hosting fees. If the Availability Threshold was 99.3%, WorkForce would credit the County 10% of the monthly hosting fees.) The EmpCenter Online Service Availability credit will be applied on the following month's invoice if the County and Vendor determine the outage was an SLA event.

EmpCenter Online Service Availability credits due Client will be applied on the following month's invoice.

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

APPENDIX 2 - Continued

SLA Compliance

If WorkForce Software fails to comply with the described SLAs more than six (6) times during any six (6) consecutive month periods, then Client shall have the right to terminate the Software as a Service schedule. Compliance of SLA's will mean the following:

- For Service Level Agreement A compliance shall mean the response time for severity level 1 tickets is not equal to or met 95% of the time and for severity level 2 and 3 issues is not equal to or met 90% of the time in any given month.
- For Service Level Agreement B compliance shall mean the escalation period for severity level 1 tickets is not equal to or met 95% of the time and for severity level 2 and 3 issues is not equal to or met 90% in any given month.
- For Service Level Agreement C compliance shall mean the EmpCenter web interface will be available 99.9% of the time in a given month, except for permitted exclusions.

Calculations

When measuring the hours available in any month, all downtime measurements shall exclude Excused Downtime.

The formula used to calculate the percentage of compliance for each SLA shall be as follows:

The amount of credit is calculated as the product of the fees for the month of the failure for the applicable portion of the Online Service affected multiplied by a fraction, the numerator of which is the Downtime and the denominator of which is the Available Hours in this time period. "Downtime" shall mean all hours in any timeframe where the Online Service is not available, excluding the Excused Downtime. "Available Hours" shall mean all the hours in any timeframe assuming 24x7 access, less any Excused Downtime.

Total Credits

If a single incident results in the failure of Provider to meet more than one Service Level in a single month, the Service Level Credit issued shall be only the largest Service Level Credit of the Service Level Credits associated with the missed Service Levels. Total credits in a month cannot exceed 100% of the charges for the service for a month.

NOTE: Credits and SLAs only apply to production environments, once customer has gone live with the system.

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

APPENDIX 3

ADDITIONAL MANAGED SUPPORT SERVICES

ARTICLE 1 – MANAGED SUPPORT SERVICES

Under this Agreement, WorkForce Software shall provide the following additional services necessary to deliver the WorkForce Software EmpCenter SaaS solution for County.

Additional Managed Support Services to be provided under this Agreement:

SECTION 1 – Infrastructure and Network Connectivity

SECTION 2 – Customer Support Services (Support Desk)

SECTION 3 – Technical Managed Services

SECTION 4 – Application Managed Services

SECTION 5 – Backup and Recovery

EmpCenter Software modules to be delivered as part of this Agreement as detailed in Exhibit 3:

- Time & Attendance Base Application
- Accruals
- Attendance Point Tracking and Alert Manager
- Employee Self-Service
- Activity Based Costing
- Multiple Assignments
- Public Sector Policy Templates
- Data Collection Terminal Server
- Interface Connect
- ACT - Base Application
- ACT - Employee Self Service
- EmpCenter Analytics – SAP BusinessObjects Web Intelligence
- EmpCenter Reporting – SAP Crystal Reports

Shared Infrastructure Software to be delivered as part of this Agreement:

- Database Servers:
 - Operating System - Red Hat Linux v.6, or Windows Server 2012
 - Database - Oracle 11g or SQL Server 2012
- Application Servers:
 - Operating system - Red Hat Linux v.6 or Windows 2008 or Windows 2012 (depending on server's function)
 - EmpCenter 9.1
- JAS/HTML servers:
 - Operating system – Linux with Apache tomcat
- Reverse Proxy Server – Coyote Point
- Anti-virus - Symantec
- Infrastructure Monitoring - Nagios/CheckMK
- Backups - Netbackup 7.5

WorkForce Software may change the above infrastructure software during this Agreement with advance notice of changes given to the County.

This Appendix specifically excludes professional consulting services to migrate/implement the solution, as those services are set forth in a separate Exhibit 1 – Statement of Work to the Professional Services Agreement. This Appendix also specifically excludes professional consulting services that County may request on a time and materials basis to implement additional modules and functionality throughout the term of the contract.

EXHIBIT 4

EMPCENTER® MANAGED SERVICES

APPENDIX 3 - Continued

SECTION 1 – Infrastructure and Network Connectivity

Location

The WorkForce Software infrastructure and network components which provide the compute power, storage and telecommunications equipment to County are currently located at WorkForce Software's Michigan hosting facilities. WorkForce Software may relocate the aforementioned infrastructure, network components or facilities to another physical location within the continental United States of America. WorkForce Software's responsibility for maintaining the performance of the WorkForce Software EmpCenter SaaS solution begins in the WorkForce Software data center and ends at the firewall installed in WorkForce's facilities. WorkForce Software agrees that at no time will these components be located in a facility outside the continental United States of America.

County Infrastructure Requirements

In order to effectively and safely access the WorkForce Software EmpCenter SaaS solution County's infrastructure and network must meet the following requirements:

- As it relates to the WorkForce Software EmpCenter SaaS solution all desktops, notebooks, laptops, and workstations must be installed with software and configured to meet the current WorkForce supplied minimum technical requirements. WorkForce Software maintains documentation on these minimum requirements. Such documentation has been provided in the RFP response and shall be made available for review by County at County's request. Infrastructure requirements may change from time to time and when they do, WorkForce will provide the County updated documentation. All such documentation shall be considered trade secrets and subject to the confidentiality provision set forth herein. For commercial cause, WorkForce reserves the right to modify such documentation during this Agreement.
- County's infrastructure and network will have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, developer workstations, desktops and laptops.
- All County desktops, notebooks, and laptop software must be genuine, licensed and vendor-supported. This is especially important as it relates to supported browser versions.
- A technical assessment of County's infrastructure may be completed by WorkForce Software during implementation/migration project.

Infrastructure Monitoring

WorkForce monitors the hosting environment and the County's 4 environments (i.e production, training, test and development) to ensure they are available, have enough capacity, and are operating with acceptable performance. Monitoring includes:

- Server monitoring for CPU, memory, network, and file systems utilization
- Storage area networks for capacity and I/O
- Database monitoring for query performance and other database alerts
- Networks for capacity and errors
- Application instances for JVM usage. We also log into each instance every 5 minutes to verify the application and database are up.

WorkForce Software will provide a monthly report on uptime compared to SLA commitment for the Production environment.

Infrastructure Management

WorkForce Software will monitor for advanced troubleshooting, repair, and changes as required to support WorkForce Software's infrastructure. Specifically WorkForce Software will perform the following In-Scope services:

- Software patch management addition or removal, including, database, operating system, and drivers; application updates are covered under Technical Managed Services. Patching is driven by the necessity due to an incident or identified critical/exploited vulnerability. WorkForce shall continuously monitor for vulnerabilities. Patches occur and security reviews are performed on an as needed basis. Critical patches will be applied as required within 30 days.
- Creation/removal of user accounts required for access to County databases.
- Creation/modification of scripts and/or batch files for log management, common tasks.
- Group policy creation or modification for Active Directory.
- Software package and licensing audits; as it relates to the WorkForce Software EmpCenter SaaS solution.

EXHIBIT 4

EMPCENTER® MANAGED SERVICES

APPENDIX 3 – Continued

Infrastructure Maintenance Schedule

Maintenance of the WorkForce Software data center equipment will occur during the normal maintenance windows once a month (usually during a Saturday starting at 9:00 p.m. and ending at 3:00 a.m. Sunday morning, Central Time), or between 2:00 am and 3:00 am Central Time each Sunday. WorkForce Software reserves the right to extend maintenance past the allotted time as needed but in conjunction with County's approval which will not be reasonably withheld. The normal maintenance window is subject to change and will be agreed upon by both WorkForce Software and County, and the new normal maintenance window will become effective upon agreed date.

Access to Infrastructure

WorkForce Software will not provide the County access to the WorkForce Software EmpCenter SaaS solution infrastructure.

Security

WorkForce Software shall at a minimum maintain the security program which is further described in the Current Audit Report and the Security Policy. WorkForce Software will allow County to achieve differentiated configurations, to the extent that such configurations do not use controls materially less protective than those provided in the Security Policy and the Current Audit Report.

Infrastructure Physical Security:

Annually and without cost to County, WorkForce Software shall complete a SOC 1 (formerly SAS70) and SOC 2. The audit report will be provided upon request in hard copy form. WorkForce Software's primary data center facility shall, at a minimum, have:

- 3 layers of security with video surveillance
- Fully redundant network
- Fully redundant power
- Configured uninterruptible power systems
- On-site diesel-powered generator
- High density power handling
- N+1 configured cooling systems
- Multi-layer security and monitoring systems

Infrastructure Logical Security

Production data will be stored in a different database from non-production data. Additional information about EmpCenter data security is available for review by County at County's request. All such documentation shall be considered trade secrets and subject to the confidentiality provision set forth herein. For commercial cause, WorkForce reserves the right to modify such documentation after the effective date of this Agreement.

All Operating System level access will follow the WorkForce Software Enterprise Security Policy which can be provided to County and will be updated as needed and available upon request.

Application Logical Security

Using EmpCenter security, County will administer security for individual users and for groups of users. County will set up security to ensure users in the system have permission to perform only those actions (view, add, change delete) and be able to view only the data, including hiding sensitive fields, that is essential to complete their jobs. The EmpCenter security protects all EmpCenter environments.

EmpCenter User Provisioning

User provisioning to the WorkForce Software EmpCenter SaaS solution will be provided by County through the use of County's Active Directory or other means utilized by County.

Virus Recovery for Current, Licensed Antivirus Protected Systems

Recovery from damages caused by virus infections not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. WorkForce Software subscribes to and relies on Symantec to automatically update WorkForce Software virus definition libraries.

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

APPENDIX 3 – Continued

SECTION 2 – County Support Services (Support Desk)

Customer Support is the focal point for County interaction with WorkForce Software. Customer Support provides support as defined in Appendix 1 and Appendix 2.

Support and Escalation

WorkForce Software will respond to County's tickets under the provisions of the Support Plan. County must open tickets via phone or email to WorkForce Software's Support Desk. Each service request will be assigned a Support ticket number for tracking. Mutually agreed upon escalation procedures are described in Appendix 2.

Support Desk Escalation Process

Issues that are not resolved through standard Support and help desk services, as described in Appendix 1 and Appendix 2, may be escalated by County to the WorkForce Software County Success Manager assigned to County. If County believes it is not getting the response it is looking for from the County Success Manager, County may escalate the issue to the County Support Manager. The Support team will automatically escalate the issue based on the thresholds defined in the Service Level Agreement.

Support Desk Reporting

WorkForce Software will provide County monthly reports detailing County's help desk requests for service and the timing and resolution of those requests by the WorkForce Software County Support Team. Such reports shall be sufficiently detailed to allow the County to determine whether WorkForce Software has met its Service Level Agreements (for example; new incidents, incidents resolved, incidents overflow, incident carry over, resolution time and other reasonable performance metrics as requested by the County).

EXHIBIT 4 EMPCENTER® MANAGED SERVICES

APPENDIX 3 – Continued

SECTION 3: Technical Managed Services

WorkForce Software has around the clock, seven (7) days a week, every day of the year, technical support coverage of all its data center operations and infrastructure. WorkForce Software provides these Technical Managed Services to support system and database administration type activities within the WorkForce Software EmpCenter SaaS solution during the term of the Professional Services Agreement. These services are requested via WorkForce Software's Customer Care Services ("Support Desk") and provided remotely during Coverage Hours unless otherwise mutually agreed upon by the parties.

The following Technical Managed Services are In-Scope in this Agreement.

Note 1: Environment refreshes will be performed as defined in Exhibit 3 regardless of the individual environment being refreshed.

EmpCenter	Frequency	Time Period
General Services		
Environment Refreshes	As Requested per Exhibit 3	Coverage Hours
Environment Maintenance	As Needed	Coverage Hours
Technical Assistance and Troubleshooting	As Needed	Coverage Hours
Installation of EmpCenter upgrades and patches	As Needed	Coverage Hours
Security Administration	As Needed but within 30 days for critical fixes	Coverage Hours
Technical Diagnosis/Performance/Design Improvements	As Needed	Coverage Hours
System Audit	Annual	Coverage Hours
Performance Tuning and Optimization	As Needed	Coverage Hours
Monitoring Services		
Application Monitoring	Ongoing	Coverage Hours
Proactive Database Monitoring	Ongoing	Coverage Hours

Database Administration Services	Frequency	Time Period
Database Software Updates and Patches	As Needed but within 30 days for critical fixes	Maintenance Window
Database Performance Tuning and Optimization	As Needed	Coverage Hours
Database Security Administration	As Needed	Coverage Hours
Database Capacity Planning	As Needed	Coverage Hours
Database Backups	Daily	According to WorkForce Schedule
Database Recoveries	As Needed	Coverage Hours
Database Recovery Testing	Yearly	Coverage Hours

Batch Processing Performance

The County is responsible for monitoring of any job queues needed to support the EmpCenter SaaS solution and County will be notified by email of any alerts. These alerts will be sent:

- any time a automated job process fails
- any time a submitted job remains in a "waiting" status for longer that a predetermined period of time
- any time a job is in "active" status for longer than a predetermined period of time

WorkForce Software commits it will do everything within its control that is commercially reasonable to support the County's payroll cycles and other time critical processes within the parameters of County's business needs.

EXHIBIT 4

EMPCENTER® MANAGED SERVICES

SECTION 4: Application Support Managed Services

WorkForce Software will provide Application Support Managed Services (ASMS) to assist County's activities with the EmpCenter solution during the Term of the Agreement. ASMS provides functional support for the various modules licensed under the PSA. (See Exhibit 2 of the "Agreement"). ASMS assistance is requested via WorkForce Software's Customer Support ("Support Desk") and provided remotely during Coverage Hours unless otherwise mutually agreed upon by the parties.

The following Application Support Managed Services are In-Scope:

- a direct response to designated support contacts (up to 25 EmpCenter Subject Matter Experts) with respect to inquiries concerning the performance, functionality, or operation of the supported programs
- a direct response to designated support contacts with respect to problems or issues with the supported programs
- a diagnosis of problems or issues of the supported programs
- reasonable efforts to resolve reported and verifiable errors in supported programs such that reported programs perform in all material respects as described in the associated documentation
- escalation of support ticket to WorkForce Software Support Management
- review of problems or issues

The following application managed services are Out-of-Scope in this Statement of Work:

- Application Managed Services required to support migration/implementation activities, installation activities, or other project related activities requested by County; these services will be billed on a fixed fee basis under a separate Statement of Work.
- Training services; these services will be billed on fixed basis under a separate Statement of Work.

SECTION 5 – BACKUPS AND DISASTER RECOVERY

Backups

WorkForce Software maintains multiple copies of customer data at multiple locations to ensure customer data is protected. This document presents a short overview of the standby and backup systems used.

Oracle Standby Servers

To protect customer data, WorkForce Software replicates data from the primary Oracle database servers to sets of Oracle standby servers at both our Primary Hosting Facility (Level 3) and our Secondary Hosting Facility (Livonia). Data is replicated every 15 minutes to the Primary Hosting standby servers, and every hour to the Secondary Hosting standby servers. Each set of database servers (the primary servers, Primary Hosting Facility standby server, and the Secondary Hosting Facility standby servers) are on physically separate Storage Area Networks (SAN). All database servers are protected by redundant power supplies. Additional cold-spare servers are also maintained.

SQL Server Standby Servers

Data is replicated synchronously from the primary database server to a standby database server at the Primary Hosting Facility, and asynchronously to a standby database server at the Secondary Hosting Facility. Primary Hosting Facility standby server, and the Secondary Hosting Facility standby servers) are on physically separate Storage Area Networks (SAN). All database servers are protected by redundant power supplies. Additional cold-spare servers are also maintained.

Disk and Tape-based Backups

To further protect data, extensive backups are performed:

Disk-based backups:

Full disk-to-disk backups of customer data are made nightly. Three days of disk-based backups are kept on site at the Primary Hosting Facility; 5 days of disk-based backups are kept off-site at the Secondary Hosting Facility.

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

Tape-based backups:

County data is also backed up to tape daily. All tapes data is encrypted. Weekly, monthly and annual tape backups are taken offsite to Iron Mountain.

Tape backup retention:

- Daily backups: two week retention
- Weekly backups: two month retention
- Monthly backups: one year retention
- Annual Backups: seven year retention.

Requested Data Restore

Except where County declares that a disaster has occurred in which case WorkForce Software shall perform its obligations as set forth under the Disaster Recovery section of this Statement of Work, WorkForce Software shall begin restoring the County's data files within 24 business hours. County can request a restore by calling the County Support center. The actual length of time to restore the data is dependent upon the amount of data to be restored. Additional details of the restore process are provided in a separate WorkForce Software Hosting Disaster Recovery document.

County may request back-up copies of County's data and other files from WorkForce Software in the WorkForce Software format, at County's own expense. WorkForce Software will test the recovery of backup tape once per year.

Disaster Recovery

WorkForce Software replicates data and application to the disaster recovery facility. In the event of a disaster, the replicated data and applications will be brought online in less than 8 hours with data loss of less than 1.5 hours. Fail back will follow the same process. Workforce's Disaster Recovery plan contains procedures for WorkForce to client communications and interactions during a disaster, including the disaster declaration process. WorkForce will ensure that Disaster Recovery infrastructure and processes are updated as needed when changes to production infrastructure or processes take place.

Business Continuity Plan

Recovery capabilities are to be provided for externally hosted solutions are provided below.

BCP Requirements

Concept	Explanation
Recovery Time Objective	This represents the timeframe business functions must be recovered after a declared outage. Goal is 8 hours.
Recovery Point Objective	This represents the point-in-time that systems and data must be recovered. Goal is 1.5 hours.
Data Center Tiers	EmpCenter provides Tier 3 level data center services as defined by the Uptime Institute.
Warm Site	Environment, hardware, system software, applications, data and network

Category	Recovery Time Objective	Characteristics & RPO
High Availability	Intra-Day	EmpCenter service involves data replication to a warm-site for each transaction or at short intervals, with no more than 1.5 hour of data loss.

High Availability – Same Day Recovery

WorkForce provides an automated backup and recovery capability for the system and application, including incremental and full backup capabilities. System backups occur without taking the application out of service and without degradation of performance or disruption to County operations.

Service is provided from two data centers. In 2014 our backup data center will be moved to one that does not share common threats (e.g. the data centers cannot be in the same earthquake zone, likely hurricane path, same flood zone, etc.). The data centers meet Tier III standards for redundancy of power, telecommunications, HVAC, security, fire suppression and building integrity.

EXHIBIT 4
EMPCENTER® MANAGED SERVICES

In the event of a technology or other failure at the primary processing center, the alternate system continues operation with a restoration in service of less than 8 hours. The County's use of the system should be identical regardless of which location is processing the County's work.

WorkForce has crisis management, business continuity and disaster recovery plans which can be shared with the County. These plans outline how WorkForce will support the County's recovery at the alternate site. Such plans shall also include a minimum of annual testing.

The System provides 99.9% production availability. Recovery time objective ("RTO") and recovery point objective ("RPO") in case the primary site becomes unavailable are specified above.

In the event RTO and RPO requirements are not met, a prorated credit of the monthly fees for any downtime above the RTO or RPO will be provided in the month such failures occur.

The location where the disaster recovery services will be performed will be one of WorkForce Software's data based in the United States of America. A disaster recovery event lasting more than 72 hours may incur a daily service charge calculated as 8 hours times the negotiated hourly rate in the PSA.

WorkForce Software shall perform, with the participation of County, one recovery rehearsal per year, with 90-day notice. County's participation is required for all recovery rehearsals. More than one disaster recovery rehearsal can be requested per year at an additional fee.

County shall be responsible for developing a business continuity plan. County shall be responsible for developing a recovery plan that integrates with WorkForce Software's disaster recovery model. The WorkForce RTO is 5 hours, so the County should have a plan in place to cover those 5 hours. The only area where the County may have to participate in the recovery is if there is a site-to-site VPN between the County and WorkForce. In that case, the County would have to point the County side of the VPN to a different endpoint on the WorkForce side. WorkForce Software shall provide its disaster recovery model during the installation stage of the implementation.

EXHIBIT 5

**SPECIAL CONDITIONS FOR INSTALLATION
OF DATA COLLECTION EQUIPMENT**

EXHIBIT 5
SPECIAL CONDITIONS FOR INSTALLATION OF DATA COLLECTION EQUIPMENT

GENERAL CONDITIONS

<u>Section</u>	<u>Subject</u>
GC-01	Non-Discrimination and Affirmative Action
GC-04	Material, Appliance and Employees
GC-07	Permits, Laws and Regulations
GC-10	Program Manager's Authority
GC-12	Cooperation Between Contractors
GC-20	Award of Subcontracts
GC-21	Superintendence
GC-22	Protection of Persons and Property
GC-23	Materials Inspection and Responsibility
GC-26	Fire Protection
GC-27	Use of Premises
GC-28	Working Regulations
GC-30	Correction of Work Before Final Payment
GC-32	Reference Standards
GC-33	Cook County Human Rights Ordinance
GC-35	Employment – Veterans
GC-36	Prevailing Wage Rates - Public Works
GC-37	Cook County Residency Ordinance
GC-40	Tax and Fee Delinquency
GC-41	Disqualification for Non-Performance
GC-44	Inspection of Work
GC-45	Accident Reports
GC-46	Royalties and Patents
GC-53	Cooperation With Inspector General

EXHIBIT 5
SPECIAL CONDITIONS FOR INSTALLATION OF DATA COLLECTION EQUIPMENT

GENERAL CONDITIONS

GC-01 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor, is performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall a Contractor otherwise commit an unfair employment practice. The Contractor further agrees that this paragraph will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Cook County has adopted goals which further the objective of encouraging the establishment of and contracting with minority and female owned businesses. All contracts awarded by Cook County are subject to County Ordinance, Chapter 34, Article IV, Div. 6, Sec. 34-286 through 34-303 of the Cook County Code, adopted November 14, 2006. For assistance in meeting the M/WBE goals, and for identification of certified M/WBEs that may participate on County Contracts please contact the Contract Compliance Administrator at (312) 603-5502.

GC-04 MATERIAL, APPLIANCE AND EMPLOYEES

All work to be performed under this Contract shall be of the highest grade workmanship and shall be executed by mechanics and artisans skilled in their respective trades. Unless otherwise specified the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all material shall be new and of highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

GC-07 PERMITS, LAWS AND REGULATIONS

The Contractor shall secure, at his own expense, all required permits and licenses necessary to carry out the work described in this Contract.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits and licenses for all utilities, permanent structures and permanent changes in existing facilities shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect and Program Manager in writing of any changes required in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Architect and Program Manager, he shall bear all costs arising there from.

The Contractor shall obtain all permits as required by law for the moving of equipment and/or materials of greater than legal weight, length, width and/or other characteristics that may block or endanger traffic and, any other permits which may be required for the use of public property.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

GC-10 MEANS AND METHODS

The County will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The County will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing work.

GC-12 COOPERATION BETWEEN CONTRACTORS

If separate Contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the Contract Documents each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion or the work being performed by other Contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other Contractors working within the

EXHIBIT 5
SPECIAL CONDITIONS FOR INSTALLATION OF DATA COLLECTION EQUIPMENT

limits of the same improvement. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

The Contractor shall as far as possible arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within or adjacent to the limits of the project site. He shall join his work with that of the other in an acceptable manner and shall perform it in proper sequence to that of the others.

GC-20 AWARD OF SUBCONTRACTS

The Contractor, within 14 days of the Notice of Award of the Contract, shall furnish to the Director and the Architect, in writing, the names of Subcontractors and suppliers of material or equipment for principal portions of the work. The Architect will promptly reply to the Contractor in writing stating whether or not the Director or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Director or Architect to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with any such proposed person or entity to whom the Director or Architect has made reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors, suppliers and persons directly or indirectly employed by him, as he is for acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor or suppliers and the Owner.

GC-21 SUPERINTENDENCE

The Contractor shall personally superintend the work or shall have a competent person at the site at all times to act for him.

The Contractor shall keep in his work, at all times during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all communications with him shall be as binding as if given to the Contractor. The Architect and the Director shall not be responsible for the acts or omission of the Contractor's superintendent or his assistants. The Contractor shall forward all communications to the Director through the Architect. A copy of each communication shall simultaneously be forwarded to the Director and Program Manager.

Before start of construction, the Contractor shall submit a resume of the superintendent's qualification to the Director and Architect for approval.

GC-22 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property, including utilities located therein, from damage, injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be caused by agents or employees of the Owner.

He shall provide and erect all necessary barricades and other protection required by the Owner and/or local laws and ordinances, or local authorities having jurisdiction over same and shall also protect all walks, curbs, lamp posts, underground conduits, overhead wires, water sewer, gas mains, etc. until such time as they are taken care of by the respective public service corporations or by the Owner. He shall also provide and maintain all necessary warning lights from twilight to sunrise.

Where the Contractor's work affects adjacent private or public property, including utilities located thereon, he shall take such steps as are provided by law and/or as necessary to prevent damage, injury or loss. The Contractor shall be responsible for and make good any damage, injury, or loss to adjacent property resulting from his operations. The Contractor shall notify all public and private owners by Registered Mail. Return Receipt Requested, well in advance of commencing any work affecting their property or utilities.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of State, Federal and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards.

All Contractors shall require each employee on the site to wear a safety helmet (hard hat) at all times.

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Maintenance of Public Way: All debris of construction deposited on public ways shall be removed immediately; all vehicles engaged in the construction project shall be so policed and cleaned that no debris carried from the site is deposited on the public way; all Contractors and Subcontractors are mutually liable for enforcement; the Contractor shall hold the Owner, Architect and Director harmless from all liability, due to failure to observe the above precautions.

GC-22 PROTECTION OF PERSONS AND PROPERTY (CONT.)

In an emergency affecting the safety of life, the work, or adjoining property: the Contractor, without special instruction or authorization from the Owner, Architect or Director, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by mutual agreement.

Should the Contractor, or his men, or any of his Subcontractors or materialmen cause damage to the Owner, or the work or materials of other Contractor or persons, the damage shall be made good again by the person originally causing it, or such party as the Architect may designate. Repairs and replacement shall be under the direction of the Architect or his representative and the cost of same shall be charged to the Contractor causing the damage.

The Contractor shall also protect from damage all parts of the work and unused materials of his Contract from freezing or inclement weather and the contractor shall be solely responsible for the condition of such work and materials.

Contractor shall take all necessary precautions to ensure the safety of the public and of workmen on the Site, and to prevent accidents or injury to any persons on or adjacent to the Site. The Contractor shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970" ("OSHA") and all subsequent revisions thereto, and all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents, and shall also utilize the "Manual of Accidental Prevention in Construction" of the Associated General Construction/Builders of America and with applicable provisions of the American Standard Safety Code for Building Construction ANSI A 10 Series. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, proper safeguards against the dangers created by openings, stairways, failing materials, open excavations and all other hazardous conditions.

Contractor shall designate, and require each Subcontractor to likewise designate, a responsible representative at the Site as Superintendent who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules and regulations. The Superintendent shall hold weekly meetings with the representatives of the various trades employed at the Site in order to ensure that all employees understand and comply with laws and regulations including the requirement of OSHA and "Right to Know" regulations.

Contractor shall provide and make available to all workmen reasonable medical supplies and equipment necessary to provide immediate first aid service to all persons who may be injured in connection with the Work. All medical supplies and equipment shall be supplied in accordance with standards imposed by OSHA and by any governmental agency having jurisdiction over the Site.

GC-22 PROTECTION OF PERSONS AND PROPERTY (CONT.)

The Contractor shall within ten (10) days of the Notice of Award, submit to the County his own Project Safety Program which shall include but not be limited to, the following:

1. Establish a program of project pre-planning for safety and hazard avoidance.
2. Utilization of insurance company loss prevention services.
3. Lines of Contractor's responsibilities and authority for personnel for the administration of safety program.
4. Scheduling and conducting of safety meetings.
5. Issuing of safety bulletins.
6. Conducting of Weekly Tool Box Meetings.
7. Regular inspections of the project for safety compliance and correction of violations.
8. Safety training of employees.
9. A written Hazard Communication Program which is to include collection and distribution of Material Safety Data Sheets for all hazardous materials, labeling of these materials and training of employees using these materials.
10. A fire protection plan.
11. The use of personal protection equipment.
12. Hard hat usage.
13. Accident reporting and investigation.
14. Safety guidelines and regulations.

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15. Site accessibility and cleanliness.
16. Safety reporting and distribution including the County and Program Manager.
17. A site layout plan showing the location of safety facilities and safety items.

This Project Safety Program shall be enacted upon by the Contractor for the duration of the Project and shall be updated as required for changing conditions.

The Contractor shall have and maintain control over the Site. The County or its agents shall in no event have control or charge of the construction and shall not be responsible for construction and safety means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform.

GC-23 MATERIALS INSPECTION AND RESPONSIBILITY

The County, by its engineering agencies, shall have a right to inspect any materials to be used in carrying out this Contract. The County does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the County.

Materials, components or completed work not complying therewith may be rejected by the County and shall be replaced by the Contractor at no cost to the County. Any materials or components rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after written notice has been mailed by the County to the Contractor that such materials or components have been rejected.

GC-26 FIRE PROTECTION

All equipment and materials provided under these Specifications shall be installed in strict accordance with the last edition of the Code of the National Fire Protection Association. The Contractor shall comply with all code requirements for Underwriters' Laboratories, Inc. labels. The Contractor and/or respective Subcontractors shall pay all fees and cost that may become necessary in complying with any and all requirements under this heading.

GC-27 USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by laws, ordinances, permits and/or direction of the County and shall not encumber the premises with material or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

GC-28 WORKING REGULATIONS

Before commencing work, Contractor shall confer with the official in charge of the building and ascertain full knowledge of all rules and regulations affecting working conditions.

GC-30 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the contract, whether incorporated in the work or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by a written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the Owner may, upon ten (10) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

GC-32 REFERENCE STANDARDS

Reference made in the Contract Documents to standard specifications, codes, or test methods of technical societies, trade association and similar organization is to the latest revision of such standards in effect 30 calendar days prior to the date of the Contract Documents, unless specifically indicated to the contrary. If the document numbers referenced have since been changed, the current appropriate number shall apply.

GC-33 COOK COUNTY HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County shall engage in unlawful discrimination or sexual harassment against any individual in the terms and conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. Every Contractor is to certify its compliance with these policies and its agreement to abide by such policies as a part of the Contractor's contractual obligations.

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SPECIAL CONDITIONS FOR INSTALLATION OF DATA COLLECTION EQUIPMENT

GC-35 EMPLOYMENT - VETERANS

The Contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointment and employment upon public works, by or for the use of, the State or its political subdivision", approved June 12, 1935, as amended. Attention is called to Illinois Compiled Statutes 1992, 330 ILCS 55/1.

GC-36 PREVAILING WAGE RATE - PUBLIC WORKS

The Contractor shall comply with "AN ACT regulation wages of laborers, mechanics and other workman, employed under Contract for public works", approved June 26, 1941, as amended. Attention is called to Illinois Compiled Statutes 1992, 820 ILCS 130, regarding "General Prevailing Hourly Rates."

Prevailing wage rate shall comply with Section 2 of the "Prevailing Wage Act - Illinois Revised Statutes 1991, Chapter 48, Paragraph 39S-1 et seq.". The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

GC-37 COOK COUNTY RESIDENCY ORDINANCE CHAPTER 10, SECTION 41

Any construction project having an estimated contract value of \$100,000 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

"Actual Residents of the County of Cook" shall mean persons domiciled with the County of Cook. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Director of the Using Department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the Contractor's and Subcontractor's employment records shall be granted to the Chief Procurement Officer, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work. Affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

GC-40 TAX AND FEE DELINQUENCY COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1

The County of Cook is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County of Cook.

GC-41 DISQUALIFICATION FOR NON-PERFORMANCE COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.

No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the Cook County Board of Commissioners. The period of ineligibility shall continue for 24 months from the date the Board terminates the contract.

GC-44 INSPECTION OF WORK

The County shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the Specifications, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect, Program Manager and the Director and appropriate public authorities, timely notice of the date fixed for each inspection.

GC-45 ACCIDENT REPORTS

The County shall be given written notification within 24 hours of any occurrence, on the site or otherwise, which involves the Contractor's own personnel, or those of any of his Subcontractors or material suppliers, whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. Property damage is defined as including physical damage on the site and off-site, as well as "Acts of God", such as wind damage, etc.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated person for injuries sustained, and such other information as may be necessary. The local police should be notified of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the

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police report. In addition, if injuries or damage occur, the accident shall be reported immediately by telephone or messenger.

GC-53 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

EXHIBIT 6
COMPENSATION SCHEDULE

EXHIBIT 6
COMPENSATION SCHEDULE

1.1 Cost Summary

ITEM	PAYMENT	PAYMENT DUE
EmpCenter SaaS Subscription – Year 1	\$100,296	April 1, 2014
EmpCenter SaaS Subscription – Year 1	\$100,296	July 1, 2014
EmpCenter SaaS Subscription – Year 2	\$200,592	January 1, 2015
EmpCenter SaaS Subscription – Year 2	\$200,592	July 1, 2015
EmpCenter SaaS Subscription – Year 3	\$200,592	January 1, 2016
EmpCenter SaaS Subscription – Year 3	\$200,592	July 1, 2016
660 EmpCenter 2200 Time Clocks	\$1,094,715.60	Upon delivery of hardware August 2014 through August 2015
Estimated Time Clock Installation Services	\$1,840,800.00	Time and materials as hardware is installed August 2014 through August 2015
Year 1 Hardware Maintenance/Support	\$85,872.60	August 2014
Year 2 Hardware Maintenance/Support	\$85,872.60	August 2015
Year 3 Hardware Maintenance/Support	\$85,872.60	August 2016
Fixed Fee Professional Services - Implementation Services, Functional Surveys, Technical Surveys, Travel and Training	\$2,826,647.00	See milestones below
Professional Services Contingency*	\$700,000.00	As needed through approved PCO's
Hardware Contingency*	\$202,850.00	As needed through approved PCO's
Three Year Total Project Cost	\$7,925,590.00	

* The contingency fees identified above shall only be released via a Project Change Order per the Project Change Management Process defined in Exhibit 1, Appendix B. The County has established the Professional Services Contingency and Hardware Contingency for the exclusive use of the County, at the County's sole discretion. In the event that any or all of the County's Professional Services Contingency and Hardware Contingency remains unused at the completion of the Services, the unused portion shall remain with the County.

1.2 Schedule of Professional Services Payments

EmpCenter Implementation Fee Schedule

Milestone	Description	Baseline Target Date	Percent Due	Amount
M1	CC-Signoff upon Completion of On-site Kickoff Week	April-14	4%	\$113,066

M2	CC-Review and Approve Change Management Plan Recommendations CC-Approves Functional and Technical Site Survey process and schedule CC-Signoff on Base Requirements	May-14	4%	\$113,066
M3	CC-Signoff on Non-Union Working Practices Requirements Document	June-14	3%	\$84,799
M4	CC-Signs off on Pilot Functional Requirements and Test Scenarios	July-14	3%	\$84,799
M5	CC-Signoff on CBA Requirements Document	July-14	5%	\$141,332
M6	CC-Project Milestone Signoff- Demonstration of Configured Pilot	October-14	4%	\$113,066
M7	Core Team Training delivered to Pilot Team	October-14	3%	\$84,799
M8	CC-Project Milestone: Software Acceptance Pilot Group	December-14	6%	\$169,599
M9	CC-Project Milestone: First Time Entry - PILOT	January-15	6%	\$169,599
M10	CC-Project Milestone: First End of Period Payroll Processing – PILOT	January-15	5%	\$141,332
M11	CC-Signs off on Enterprise Functional Requirements and Test Scenarios	September-14	5%	\$141,332
M13	CC-Approves Enterprise Test Plan	November-14	2%	\$56,533
M12	CC-Approves Final Enterprise Design including Test Plan as Acceptance Criteria	October-14	2%	\$56,533
M14	CC-Project Milestone Signoff- Demonstration of Configured Enterprise System	April-15	8%	\$226,132
M15	CC-Project Milestone - Enterprise Application Testing Complete	July-15	8%	\$226,132
M16	WFS-Enterprise Rollout Group 1 (Sheriff Department) Live on System	August-15	8%	\$226,132
M17	WFS-Rollout Group 2 (Hospital) live	October-15	8%	\$226,132
M18	WFS-Rollout Group 3 live	December-15	6%	\$169,599
M19	WFS-Rollout Group 4 live	January-16	4%	\$113,066
M20	WFS-Rollout Group 5 live	February-16	4%	\$113,066
M21	Transition of Primary Support to WFS Client Support	March-16	2%	\$56,533
Total Fixed Fee Professional Services			100.00%	\$2,826,647

EXHIBIT 7

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105		CONTACT NAME: PHONE (A/C, No, Ext): 734-741-0044 FAX (A/C, No): 734-741-1850 E-MAIL ADDRESS:	
INSURED WorkForce Software, LLC 38705 Seven Mile Road, Ste 300 Livonia MI 48152		INSURER(S) AFFORDING COVERAGE INSURER A: StarNet Insurance Company INSURER B: Berkley National Ins Co INSURER C: Lloyds of London INSURER D: Chartis Specialty Ins Co INSURER E: INSURER F:	
WORKF-1		NAIC # 40045 38911 26883	

COVERAGES**CERTIFICATE NUMBER:** 774912896**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			TCP7001087	7/21/2013	7/21/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TCP7001087	7/21/2013	7/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			TCP7001087	7/21/2013	7/21/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC7001088	7/21/2013	7/21/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Errors & Omissions Excess Errors & Omissions			USC2672213 013594007	9/4/2013 9/4/2013	9/4/2014 9/4/2014	\$10,000,000 \$5,000,000 Aggregate Limit Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT 8

COOK COUNTY TRAVEL POLICY



COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT AND TRAVEL REGULATIONS POLICY

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

Example: An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B.

Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C.

Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV.

COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I

TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II

RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III

ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII

LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

Reimbursable	Non-Reimbursable
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII

CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX

CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D.

Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GANNER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY Q. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



BUREAU OF ADMINISTRATION

ROBIN KELLY

CHIEF ADMINISTRATIVE OFFICER

County Building
118 North Clark Street, Room 801
Chicago, Illinois 60602-1304

TEL (312) 603-3055

FAX (312) 603-4479

TDD (312) 443-5255

MEMORANDUM

To: Cook County Employees

From: Robin Kelly *RK*
Chief Administrative Officer

Date: August 2, 2011

Re: Change in 2011 County Automobile Travel Reimbursement

The Internal Revenue Service has increased the allowable standard business reimbursement for mileage to \$0.555 per mile, up from \$0.510.

In compliance with the Cook County Travel and Transportation Expense Reimbursement Plan, the Bureau of Administration has authorized the compensation for use of employee owned automobiles at **\$0.555 per mile, effective September 1, 2011**. No retroactive reimbursement will be allowed before the September 1 date.

The change is in accordance with Cook County's Transportation Expense Reimbursement and Travel Regulations Policy approved by Board of Commissioners in 2009 which states:

Any employee who is required and authorized to use his/her personally owned automobile on conduct of official County business shall be allowed and paid semi-monthly compensation. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.

Please remember that department heads are responsible for reviewing reimbursement requests for accuracy and appropriateness. In particular, employees shall not be reimbursed for travel between their home and their normal work assignment. If you have any questions, please contact the Bureau of Administration.

cc: Kurt Summers, Chief of Staff
Constance Kravitz, Comptroller



Printed on Recycled Paper

EXHIBIT 9:
BOARD AUTHORIZATION

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

☒ X

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

☐

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II.

☒ X

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: QUANTUM CROSSINGS LLC

Address: 111 E. WACKER DR. - SUITE 990 - CHICAGO, IL 60601

E-mail: martinez@quantumcrossings.com

Contact Person: ROGER MARTINEZ Phone: (312) 651-5300

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 4.76% %

*Letter of Intent attached?

Yes ☒ X

No _____

*Letter of Certification attached?

Yes ☒ X

No _____

MBE/WBE Firm: LIVEWIRE ELECTRICAL SYSTEMS INC.

Address: 16341 FRONTAGE RD. - OAK FOREST, IL 60452

E-mail: lharris@livewire-systems.com

Contact Person: LASHON HARRIS Phone: (708) 535-6001

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 4.76% %

*Letter of Intent attached?

Yes ☒ X

No _____

*Letter of Certification attached?

Yes ☒ X

No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

☒

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

☐

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II.

☒

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: NEXT GENERATION, INC.

Address: 400 NORTH MICHIGAN AVENUE SUITE S500, CHICAGO, IL 60611

E-mail: dhigueros@nxtgeninc.com

Contact Person: DARRELL HIGUEROS Phone: (312) 953-7514

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 18.31% %

*Letter of Intent attached? Yes ☒ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: QUANTUM CROSSINGS, LLC
 Address: 111 E. WACKER DR. - SUITE 990
 City/State: CHICAGO, IL Zip: 60601
 Phone: (312) 651-5300 Fax: (312) 467-0340
 Email: martinez@quantumcrossings.com

Certifying Agency: CITY OF CHICAGO
 Certification Expiration Date: 10/01/14
 FEIN #: 36-4456428
 Contact Person: ROGER MARTINEZ, PRESIDENT
 Contract #: RFP No. 11-53-051P

Participation: ☒ Direct ☐ Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:


FURNISH AND INSTALL ELECTRICAL CONDUIT/CABLE AT VARIOUS COUNTY OWNED LOCATIONS TO FACILITATE THE INSTALLATION OF TIME CLOCKS.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

4.76%. THIS IS A UNIT PRICE SUB-CONTRACT. WORK SHALL BE PAID PER THE UNIT OF WORK INSTALLED AND PER OTHER TERMS AND CONDITIONS AS SPECIFIED IN THE STATEMENT OF WORK EXECUTED BETWEEN THE PARTIES.

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.


 Signature (MWBE)

ROGER MARTINEZ, PRESIDENT

Print Name

QUANTUM CROSSINGS, LLC

Firm Name

12/19/2013

Date


 Signature (Prime Bidder/Proposer)

KEVIN CHOKSI

Print Name

WORKFORCE SOFTWARE, LLC

Firm Name

12/19/2013

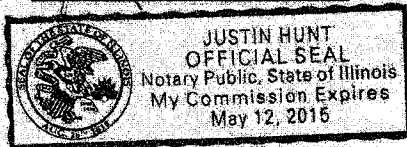
Date

Subscribed and sworn before me

this 19th day of December, 2013

Notary Public 

SEAL

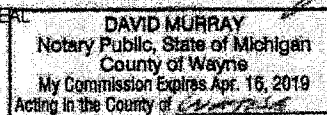


Subscribed and sworn before me

this 19 day of December, 2013

Notary Public 

SEAL





Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Quantum Crossings LLC Contract # RFP No. 11-53-051P
Address 111 E. Wacker Dr., Suite 990 City Chicago
County Cook State IL Zip 60601
Phone 312-467-0065 Email rmartinez@quantumcrossings.com

I Roger J. Martinez, President & CEO
(Print Name) (Print Title)

of Quantum Crossings LLC do hereby affirm:
(Name of Firm)

1. Quantum Crossings LLC is a Minority and/or Women Business Enterprise
(Name of Firm)
currently certified by the City of Chicago as:

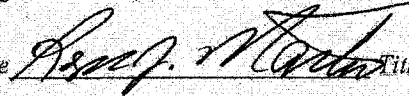
☐ Black ☒ Hispanic ☐ Asian ☐ Native-American ☐ Other ☐ Woman

2. With respect to Quantum Crossings LC, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

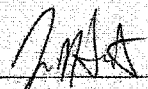
3. The average annual gross receipts of Quantum Crossings LLC,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Roger J. Martinez affirm that, to the best of my
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature  Title President & CEO Date 11-11-13

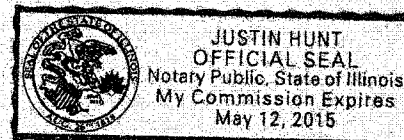
Subscribed and sworn to before me this 11th day of November, 2013
(Month) (Year)


(Notary's Signature)

Notary's Seal

My Commission Expires 5/12/15

Revised 2/21/2013





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

rmartinez@quantumcrossings.com

September 26, 2013

Roger Martinez
Quantum Crossings, LLC
111 E. Wacker Drive, Suite 990
Chicago, IL 60601

Dear Mr. Martinez:

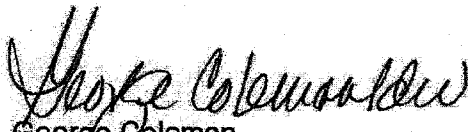
This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **December 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and a copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,


George Coleman
Deputy Procurement Officer

GC:al



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Roger Martinez
Quantum Crossings, LLC
111 E. Wacker Drive, Suite 990
Chicago, IL 60601

Certificate Expires: October 1, 2013

Dear Roger Martinez:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **October 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **October 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>NAICS Codes</u>	<u>Description</u>
237130	Construction management, power and communication transmission line
238210	Communication equipment installation
238210	Computer and network cable installation
238210	Electric contracting
238210	Electrical contractors
238210	Electrical wiring contractors
238210	Telecommunications equipment and wiring (except transmission line) installation contractors
541512	Computer Systems Design Consulting Services
541512	Network systems integration design services, computer
541513	Computer systems facilities (i.e., clients' facilities) management and operation services
541618	Telecommunications management consulting services

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Programs.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: LIVEWIRE ELECTRICAL SYSTEMS INC.

Certifying Agency: COOK COUNTY

Address: 16341 FRONTAGE RD.

Certification Expiration Date: 09/09/14

City/State: OAK FOREST, IL Zip 60452

FEIN #: 68-0635241

Phone: (708) 535-6001 Fax: (708) 535-6108

Contact Person: LASHON HARRIS, PRESIDENT

Email: lharris@livewire-systems.com

Contract #: RFP No. 11-53-051P

Participation: ☒ Direct ☐ Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

☒ No ☐ Yes - Please attach explanation.

Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

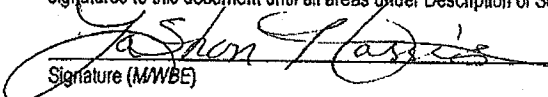
FURNISH AND INSTALL ELECTRICAL CONDUIT/CABLE AT VARIOUS COUNTY OWNED
LOCATIONS TO FACILITATE THE INSTALLATION OF TIME CLOCKS.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
4.76%. THIS IS A UNIT PRICE SUB-CONTRACT. WORK SHALL BE PAID PER THE UNIT OF WORK

INSTALLED AND PER OTHER TERMS AND CONDITIONS AS SPECIFIED IN THE STATEMENT OF WORK
EXECUTED BETWEEN THE PARTIES.

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.


Signature (MWBE)

LASHON HARRIS, PRESIDENT


Print Name

LIVEWIRE ELECTRICAL SYSTEMS, INC.

Firm Name

12/19/13

Date


Signature (Prime Bidder/Proposer)

KEVIN CHOKSI, CEO

Print Name

WORKFORCE SOFTWARE, LLC

Firm Name

12/19/13

Date

Subscribed and sworn before me

this 19th day of December, 2013

Notary Public

SEAL

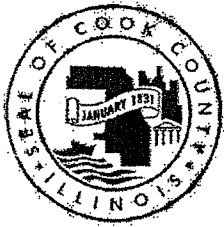


Subscribed and sworn before me

this 19 day of December, 2013

Notary Public

SEAL



TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

September 9, 2013

Mr. La'Shon Harris, President
LiveWire Electrical Systems, Inc.
16341 Frontage Road
Oak Forest, Illinois 60452

Annual Certification Expires: September 9, 2014

Dear Mr. Harris,

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This **MBE Certification** is valid until **September 9, 2014**.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any changes in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the areas of specialty:

**Construction: Electrical and Telecommunications Contractor;
Cast in Place Reinforced Concrete**

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your areas of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/pgb

2015

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: NEXT GENERATION, INC.
Address: 400 NORTH MICHIGAN AVE, SUITE S500
City/State: CHICAGO, IL Zip: 60611
Phone: (312) 953-7514 Fax: _____
Email: dhigueros@nxtgeninc.com

Certifying Agency: COOK COUNTY
Certification Expiration Date: 05/31/14
FEIN #: 36-4419415
Contact Person: DARRELL HIGUEROS, PRESIDENT
Contract #: RFP No. 11-53-051P

Participation: ☒ Direct ☐ Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

FURNISH 660 DATA COLLECTION TERMINALS AND PROVIDE PROFESSIONAL SERVICES
UNDER A SEPARATE STATEMENT OF WORK EXECUTED BETWEEN THE PARTIES.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:
18.31%, WORKFORCE SOFTWARE WILL PROCURE 660 DCTs IDENTIFIED BY THE COUNTY FROM NEXT
NEXT GENERATION, INC. AND PROFESSIONAL SERVICES ON A TIME AND MATERIALS BASIS AS SPECIFIED
IN A STATEMENT OF WORK EXECUTED BETWEEN THE PARTIES.

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service, Supply and Fee/Cost were completed.

Signature MWBE
DARRELL HIGUEROS, PRESIDENT
Print Name

NEXT GENERATION, INC.
Firm Name

12/19/2013
Date

Signature (Prime Bidder/Proposer)
KEVIN CHOKSI, CEO
Print Name

WORKFORCE SOFTWARE, LLC.
Firm Name

12/19/2013
Date

Subscribed and sworn before me

this 19 day of December 2013

Notary Public Terre K. Beach

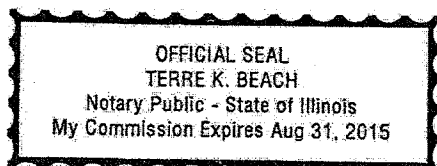
SEAL

Subscribed and sworn before me

this 19 day of December 2013

Notary Public Terre K. Beach

SEAL



EDS-2

5.10.12



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

May 31, 2013

Mr. Darrell Higueros,
President
Next Generation, Inc.
155 North Wacker Drive, Suite 4250
Chicago, IL 60606

Annual Certification Expires: May 31, 2014

Dear Mr. Higueros:

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This annual **MBE** Certification is valid until **May 31, 2014**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit"** within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority, Women and Veteran Business Enterprises. Your area of specialty will be listed as:

TECHNOLOGY: SOFTWARE AND HARDWARE CONSULTING; RESELLER OF ORACLE PRODUCTS

Your firm's participation on County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward **MBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ehw

2014

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☒

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

7.18

% of Reduction for MBE Participation

% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

☒

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

☐

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

☐

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

☒

(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

☐

(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Please see next page

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

(CONTINUED)

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

(4) WorkForce is requesting a 7.18% waiver consisting of EmpCenter SaaS Hosting fees, Hardware Support fees and Specialized Professional Services. See below. All of these services are either proprietary in nature, provided exclusively by WorkForce or are tied to SLA's. These are neither products nor services that are available on the open market other than by our firm. WorkForce has requested that these fees are not considered when calculating M/WBE Utilization.

Item	Total Project Cost	MBE/WBE Percentage	MBE/WBE FIRM
- Year 1 SaaS	\$200,592.00		
- Year 2 SaaS	\$401,184.00		
- Year 3 SaaS	\$401,184.00		
- 660 Time Clocks	\$1,297,565.60	13.68%	Next Generation
- Time Clock Installation	\$1,840,800.00	9.51%	Live Wire, Quantum
- Year 1 Support	\$85,872.60		
- Year 2 Support	\$85,872.60		
- Year 3 Support	\$85,872.60		
- Fixed Fee General Professional Services	\$3,198,667.00	4.63%	Next Generation
- Fixed Fee Specialized Professional Services	\$327,980.00		
Three Year Contact Cost* (does not include the contingency items below)	\$7,925,590.40	27.82%	
MBE/WBE Waiver Request		7.18%	

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(4) WorkForce met with Aleatha Easley and Kevin Casey on 11/8/2013 to discuss the Utilization Plan above and request for a waiver. It was explained that an amount of specialized professional services, SaaS services and Support services are proprietary in nature, provided exclusively by WorkForce or are tied to SLA's.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: **X**

- b) If yes, list business addresses within Cook County:

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: **X**

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name WorkForce Software LLC D/B/A: _____ EIN NO.: 45-3862733

Street Address: 38705 Seven Mile Rd, Ste 300

City: Livonia State: MI Zip Code: 48152

Phone No.: 734-542-4100

Form of Legal Entity:

☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Workforce Holdings Inc	38705 7 Mile Rd #300 Livonia MI 48152	80.26%
KI Capital	2141 Rosecrans #510 El Segundo CA 90245	15.79%
Triangle Capital	3700 Glenwood #530 Raleigh NC 27612	3.95%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Kevin Choksi
Name of Authorized Applicant/Holder Representative (please print or type)

KCh
Signature

Kchoksi@workforcesoftware.com
E-mail address

CEO
Title

11-8-13
Date

734-542-4100
Phone Number

Subscribed to and sworn before me
this 8th day of Nov, 2013.

x [Signature]
Notary Public Signature

My commission expires:
PATRICIA KIMBERLIN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Oct. 09, 2019
Acting in the County of _____
Notary Seal



WorkForce Software Holdings Distribution

Kevin Choksi - 55.5%
Chief Executive Officer
38705 Seven Mile Road #300
Livonia, MI 48152

Michael Knister - 20.8%
Chief Technology Officer
38705 Seven Mile Road #300
Livonia, MI 48152

There are no other individuals who have more than 5% ownership.



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Kevin Choksi Title: CEO

Business Entity Name: Workforce Software LLC Phone: 734-542-4100

Business Entity Address: 38705 7 Mile Rd, Ste 300 Livonia MI 48152

 The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

X There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

klh _____ 11-8-13 _____
Owner/Employee's Signature Date

Subscribe and sworn before me this 8th Day of Nov, 2013

a Notary Public in and for Wayne County

Patricia Kimberlin
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires

PATRICIA KIMBERLIN Notary Public, State of Michigan County of Wayne My Commission Expires Oct. 09, 2019 Acting in the County of _____
--

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

NA

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

NA

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Work Force Software LLC

BUSINESS ADDRESS: 38705 7 Mile Road, Suite 300, Livonia MI 48152

BUSINESS TELEPHONE: 734-742-4100 FAX NUMBER: 734-542-0635

CONTACT PERSON: Dave Hawkins

FEIN: 45-3862733 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: Kevin Choksi MANAGING MEMBER: _____

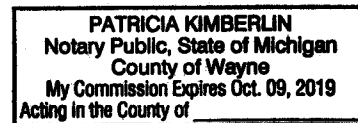
**SIGNATURE OF MANAGER: KCh

ATTEST: Tammy Jones Tammy Jones - Staff Counsel

Subscribed and sworn to before me this

8th day of Nov, 2013

x [Signature]
Notary Public Signature



Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

Corporate Resolution

RESOLVED, that the Chief Executive Officer of WorkForce Software, Kevin Choksi, be hereby authorized and empowered to enter into any and all binding contracts in the name of and in behalf of this LLC, upon such terms and conditions as may be agreed upon, at the sole discretion of the Chief Executive Officer.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of WorkForce Software, a LLC duly formed pursuant to the laws of the State of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the members and that said meeting was held in accordance with state law and the Bylaws of the above-named LLC on November 7, 2013, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executive my name as Secretary and have hereunto affixed the corporate seal of the above-named LLC on this 11th day of November 2013.



Kevin Choksi, Secretary

Delaware

PAGE 1

The First State

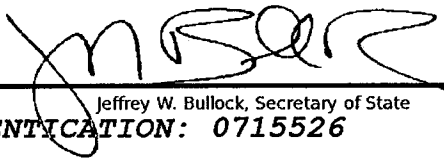
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WORKFORCE SOFTWARE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF SEPTEMBER, A.D. 2013.



5069411 8300

131054611

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0715526

DATE: 09-06-13

SIGNATURE BY A CORPORATION
(SECTION 9)

NA

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8 DAY OF January, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-53-051

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 7,925,590⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

DEC - 4 2013

COM _____

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)